

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kolpin Outdoors, Inc.		08/06/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	Bushnell, Inc.
Street Address:	9200 Cody
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66214
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2934205	AIR CONTROLLER
Registration Number:	1528143	BLUERIDGE
Registration Number:	1521988	BLUERIDGE
Registration Number:	2978313	DEAD ON
Registration Number:	3127937	ELIMINATOR
Registration Number:	2964164	FINAL APPROACH
Registration Number:	2702735	FINAL APPROACH
Serial Number:	78611306	FINAL APPROACH
Registration Number:	2552642	GUNTECTOR
Registration Number:	2814284	INSIDE EDGE
Registration Number:	2927022	K-9 LOCKER ROOM GEAR TOTE
Registration Number:	2911682	MUZZLE GUARD
Registration Number:	2500379	PISTOLTECTOR
Registration Number:	2765114	RHINO HIDE

OP \$465.00 2934205

Registration Number:	2030200	SIGHT VISE
Registration Number:	2517061	SPACE CASE
Registration Number:	2438371	THE ELIMINATOR
Registration Number:	2796266	WHOOPLASS

CORRESPONDENCE DATA

Fax Number: (312)207-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-207-1000
Email: ipdocket-CHI@reedsmith.com
Correspondent Name: Chirag Patel
Address Line 1: Reed Smith, LLP
Address Line 2: 10 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606-7507

ATTORNEY DOCKET NUMBER:	320650.00032
NAME OF SUBMITTER:	Chirag Patel
Signature:	/Chirag Patel/
Date:	08/16/2007

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of this 6th day of August, 2007, by and between Kolpin Outdoors, Inc., a corporation organized and existing under the laws of Wisconsin, and having a usual place of business at 205 N. Depot Street, Fox Lake, Wisconsin 53933 ("Assignor") and Bushnell, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 9200 Cody, Overland Park, Kansas 66214 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks set forth in Schedule A, in connection with its business and has obtained Trademark Registration Numbers as set forth in Schedule A (together the trademarks and registrations referred to hereinafter as the "Trademarks"); and

WHEREAS, Assignee wishes to acquire Assignor's rights in the Trademarks together with any goodwill associated therewith and Assignor wishes to assign all of its rights in the Trademarks and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment; and

WHEREAS, Assignor and Assignee have entered into certain Asset Purchase Agreement dated as of August 6, 2007 (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Trademarks;

Grant. In consideration of at least U.S. \$1.00, and other good and valuable consideration including consideration agreed upon between Assignor and Assignee pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, if any, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks.

Further Acts / Recordals. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office, Canadian Intellectual Property Office and equivalent foreign and international agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR: Kolpin Outdoors, Inc.
Name: Tom Lutes
Signature: [Signature]
Title: PRESIDENT

On this ___ day of August, 2007, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

My Commission Expires:

(Seal)

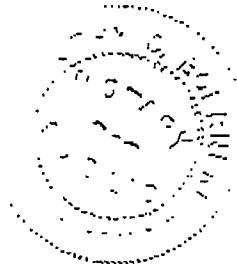
ASSIGNEE: Bushnell, Inc.
Name: _____
Signature: _____
Title: _____

On this 3rd day of August, 2007, before me, the undersigned Notary Public, personally appeared Tom Lutes, proved to me through satisfactory evidence of identification, which was/were driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary
[Signature]
My Commission Expires:
12-20-09

(Seal)

[Signature Page to Trademark Assignment]



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR: Kolpin Outdoors, Inc.

Name: _____

Signature: _____

Title: _____

On this ____ day of August, 2007, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

My Commission Expires:

(Seal)

ASSIGNEE: Bushnell, Inc.

Name: B. Joseph Messner

Signature: _____

Title: CEO and Chairman

On this 5th day of August, 2007, before me, the undersigned Notary Public, personally appeared B. Joseph Messner proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

My Commission Expires:

(Seal)



[Signature Page to Trademark Assignment]

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

Mark	Country	Application or Registration No.	Application or Registration Date
AIR CONTROLLER	United States	2,934,205	15-Mar-2005
BLUERIDGE	United States	1,528,143	07-Mar-1989
BLUERIDGE	United States	1,521,988	24-Jan-1989
DEAD ON	United States	2,978,313	26-Jul-2005
ELIMINATOR	United States	3,127,937	08-Aug-2006
FINAL APPROACH	United States	2,964,164	28-June-2005
FINAL APPROACH	United States	2,702,735	01-Apr-2003
FINAL APPROACH	United States	78/611,306	18-Apr-2005 (Application date)
GUNTECTOR	United States	2,552,642	26-Mar-2002
INSIDE EDGE	United States	2,814,284	10-Feb-2004
K-9 LOCKER ROOM GEAR TOTE	United States	2,927,022	15-Feb-2005
MUZZLEGUARD	United States	2,911,682	14-Dec-2004
PISTOLTECTOR	United States	2,500,379	23-Oct-2001
RHINO HIDE	United States	2,765,114	16-Sep-2003
SIGHT VISE	United States	2,030,200	14-Jan-1997
SPACE CASE	United States	2,517,061	11-Dec-2001
THE ELIMINATOR	United States	2,438,371	27-Mar-2001
WHOOPLASS	United States	2,796,266	16-Dec-2003
FINAL APPROACH	Canada	TMA606,768	31-Mar-2004
GUNTECTOR	Canada	TMA601,079	02-Feb-2004
INSIDE EDGE	Canada	TMA624,716	04-Nov-2004
K-9 LOCKER ROOM GEAR TOTE	Canada	TMA635,926	22-Mar-2005
RHINO HIDE	Canada	TMA608,063	20-Apr-2004
THE ELIMINATOR	Canada	TMA603,266	25-Feb-2004
WHOOPLASS	Canada	TMA625,314	12-Nov-2004
FINAL APPROACH	CTM (European Community Trademark)	3,862,083	26 May 2004