

03-01-2001
U.S. Patent & TMOs/TM Mail Rcpt. Dt. #31

03-15-2001



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RECORDATION COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Michaels of Oregon Co.

02 22 2001

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Oregon

Receiving Party

Mark if additional names of receiving parties attached

Name U.S. Bank National Association, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 111 S.W. Fifth Avenue

Address (line 2) Suite 400

Address (line 3) Portland

City

Oregon

State/Country

97204

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

US PATENT & TRADEMARK OFFICE
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

D. Elaine Howard, Legal Assistant

February 27, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

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Enter Additional Conveying Party

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Month Day Year

Name

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Individual General Partnership Limited Partnership Corporation Association

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Citizenship State of Incorporation/Organization

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Enter Additional Receiving Party

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City

State/Country

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Registration Number(s)

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of February 22, 2001, is made by MICHAELS OF OREGON CO., an Oregon corporation ("Borrower") and MIKE'S HOLDING COMPANY, an Oregon Corporation ("Holdings") (Borrower and Holdings, together with any other party who becomes a grantor hereunder, collectively as "Grantors" and each individually as a "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as collateral agent (in such capacity, "Collateral Agent" or "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Borrower, the other Credit Parties thereto, Collateral Agent, General Electric Capital Corporation, a New York corporation, as documentation agent for Lenders ("Documentation Agent"; Collateral Agent and Documentation Agent are collectively referred to as "Co-Agents" and each, a "Co-Agent"), and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Co-Agents and Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Co-Agents and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Co-Agents and Lenders to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Co-Agents and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Co-Agents and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Co-Agents and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as

defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Co-Agents and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations or such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

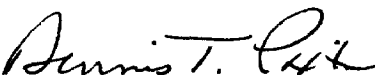
(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Co-Agents and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein:

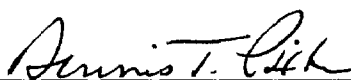
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

MICHAELS OF OREGON CO.

By: 
Dennis T. Pixton
President


MIKE'S HOLDING COMPANY

By: 
Dennis T. Pixton
President

Agreed to and Acknowledged by:

"Agent"

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Richard S. Williams
Vice President

SCHEDULE I

TO

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Dated as of February 22, 2001

A. PATENTS AND PATENT APPLICATIONS

Title	Country	Serial No.	Filing Date	Patent No.	Issue Date
<u>Registered Patents</u>					
Locking Quick-Detachable Sling Swivel	US	367,101	4-9-82	4,454,675	6-19-84
	Canada	452,241	4-17-84	1,215,949	12-30-86
	Finland	824,057	11-25-82	72808	7-10-87
	Germany	P3311614.8	3-30-83	3311614	8-23-90
* Hand Gun Holster With Contractive Shape Memory	US	425,423	9-28-82	4,485,947	12-4-84
* Hand Gun Holster With Abrasion Resistant Longitudinal Spine	US	509,323	6-30-83	4,485,948	12-4-84
* Hand Gun Holster With Abrasion Resistant Longitudinal Spine	US	789,931	10-22-85	4,620,654	11-4-86
Quick Detachable Security-Type Sling Swivel	US	611,165	1-9-90	5,067,267	11-26-91
Holster With Frame	US	857,639	3-24-92	5,282,559	2-1-94
Handgun Holster With Internal Retention Device	US	138,059	10-15-93	5,419,474	5-30-95
	Canada	08,138,059	10-15-93	2,108,496	6-15-99
	Australia	73021/94	9-16-94	671767	9-16-94
High Security Buckle	US	08/788,743	1-24-97	5,774,956	7-7-98
	Canada		1-14-98	2,226,805	6-27-00
	EPC	98300323.7	1-24-97	-	1-16-98
Cartridge Magazine for Firearms	US	550,705	10-31-95	5,615,506	4-1-97
Magazine Cartridge Loader	US	07/975,721	11-13-92	5,301,449	4-12-94

* These patents are 50% owned by Bianchi International

Rifle Scope Cover (Design)	US	06/938,739	12-4-86	D323,372	1-21-92
Sling With Molded Connectors	US	09/008,213	1-16-98	5,915,939	6-29-99
Gun Barrel and Tube Cleaning Device	US	08/780,676	1-28-97	5,871,589	2-16-99
	US	09/156,564	9-17-98	5,972,125	10-26-99
	US	09/372,502	8-11-99	6,088,866	7-18-00

Pending Applications

Molded Plastic Swivel Connector	US	09/231,938	1-14-99	-	-
Firearm Stock with Support System ("Bi Pod")	US	09/337,931	6-22-99	-	-
Firearm Barrel Having Protective Sleeve	US	09/312,205	5-14-99	-	-
	Argentina	P00 0102290	5-12-00	-	-
	PCT	00/11560	4-26-00	-	-
Holster Securement System ("Rotary Belt Loop")	PCT	00/12837	5-10-00	-	-
	US	09/351,462	7-12-99	6,161,741	12/19/00
	US	09/669,622	9-25-00		
Improved Quick- Detachable Sling Swivel	US	09/437,961	11-10-99	-	-
Quick-Detachable Sling Swivel (thick design)	US	29/113,732	11-10-99	-	-
	Brazil	DI6001302-8	5-8-00		
	France	00 2755	5-5-00	-	-
	Germany	400 04 624.5	5-9-00	-	-
	Italy	MI20000332	5-9-00	-	-
	Japan	12063/2000	5-9-00	-	-
	Spain	148.380	6-9-00	-	-
Quick-Detachable Sling	US	29/113,781	11-10-99	-	-

Swivel (thin design)

Brazil	DI6001301-0	5-8-00		
France	00 2755	5-5-00	-	-
Germany	400 04 624.5	5-9-00	-	-
Italy	MI20000332	5-9-00	-	-
Japan	12062/2000	5-9-00	-	-
Spain	148.379	6-9-00	-	-

Gun Barrel and Tube Cleaning Device

Australia	49772/97	9-17-97	-	-
Brazil	9712130-4	3-25-99	-	-
Canada	9716940	9-17-97	2,264,899	8-29-00
Europe	97912655.4	9-17-97	-	-
Israel	129063	9-17-97	-	-
Mexico	992769	3-24-99	-	-

Handgun Holster with Internal Retention Device ("Pro-3")

US	60/223,256	8-4-00	-	-
Germany	200 20 764.4	12-7-00	-	-

Handgun Holster with Internal Retention Device ("Pro-4")

US	09/711,360	11-9-00	-	-
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Patent Licenses

1. License Agreement dated February 12, 1990, with Sturm, Ruger & Campbell, Inc. ("SRC") whereby SRC grants to Michaels of Oregon Co. a non-exclusive license for use of patent No. 4,658,528.
2. License Agreement dated February 27th, 1995, with Pachmayr Ltd ("Pachmayr"), whereby Pachmayr grants to Michaels of Oregon a non-exclusive license for use of patent No. 5,231,237.
3. License Agreement dated May 23, 1996 from William L. Heckerman and Sourdough Creek, Inc. (formerly known as Butler Creek Corporation) to Michaels of Oregon Co. for the use of U.S. Patent No. 5,143,266 in the areas of hunting, shooting and law enforcement.
4. A non-exclusive license from Ram Line, Inc. to Butler Creek Corporation for U.S. Patent No. 4,739,572, pursuant to a Settlement Agreement executed as of September 9,

1994, as assigned by Sourdough Creek, Inc. (formerly known as Butler Creek Corporation) to Michaels of Oregon Co.

5. License Agreement dated December 3, 1997 from Bobby Boyer to Michaels of Oregon Co. for the use of patent No. 4,898,311 and the following trademarks: 1,685,152; 1,688,873; 1,706,385.

B. TRADEMARKS

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
<u>REGISTERED MARKS</u>					
BUTLER CREEK	U.S.	74/148,547	3-18-91	1,673,345	1-28-92
GUN MATE	U.S.	75/122,949	6-20-96	2,185,288	9-1-98
GUNMATE	U.S.	75/456,704	3-26-98	2,301,558	12-21-99
GUNRUNNER	U.S.	203,215	9-13-91	1,704,816	8-4-92
HOT LIPS	U.S.	74,094,491	9-7-90	1,655,508	9-3-91
HOT SHOT	U.S.	210,875	4-9-79	1,165,464	8-18-81
HOT LEGS	U.S.	75/679,855	4-8-99	2,416,487	12-26-00
LIGHTNING LOADER MAKING GOOD GUNS BETTER	U.S.	75/645,721	2-20-87	1,489,242	5-24-88
MICHAELS	U.S.	485,438	6-15-84	1,336,592	5-21-85
MICHAELS OF OREGON CO. UNCLE MIKE'S & DESIGN	U.S.	316,226	1-9-69	893,980	7-7-70
MIRAGE	U.S.	624,340	10-3-86	1,482,288	3-29-88
MIRAGE	U.S.	75/103,790	5-14-96	2,219,277	1-19-99
MIRAGE	U.S.	75/105,594	5-17-96	2,120,971	12-16-97
POLY-PATCH	U.S.	74/169,721	5-24-91	1,686,292	5-12-92
PRO-3	U.S.	75/122,469	6-20-96	2,063,299	5-20-97
PRO-PAK	U.S.	75/122,952	6-20-96	2,168,875	6-30-98
QD	U.S.	485,433	6-15-84	1,330,706	4-16-85
QD	U.S.	210,876	4-9-79	1,141,729	11-25-80
QUICK LOADER	U.S.	73/645,742	2-20-87	1,490,105	5-31-88
SIDEKICK	U.S.	437,094	8-1-83	1,324,375	3-12-85
SIDEKICK PROFESSIONAL & DESIGN	U.S.	75/534,446	8-11-98	2,308,801	1-18-00
SLINGER	U.S.	480,862	5-18-84	1,336,550	5-21-85
SUPER SWIVEL	U.S.	798,767	5-5-89	1,574,754	1-2-90
SWIVELOCK	U.S.	798,598	5-8-89	1,615,616	10-2-90
ULTRA	U.S.	75/520,065	7-16-98	2,365,710	7-11-00
UNCLE MIKE'S	U.S.	316,224	1-9-69	874,972	8-19-69
UNCLE MIKE'S	U.S.	115,766	2-14-77	1,137,525	7-8-80
UNCLE MIKE'S	U.S.	412,875	1-9-83	1,275,064	4-24-84
UNCLE MIKE'S	U.S.	485,422	6-15-84	1,331,803	4-23-85
WORLD'S FASTEST GUN BORE CLEANER	U.S.	75/265,687	3-28-97	2,174,085	7-14-98

PENDING APPLICATIONS

BORE SNAKE	U.S.	75/736,676	6-24-99	-	-
COMFORT STRETCH	U.S.	76/076,762	6-26-00	-	-
DESIGN OF MOUNTAINS AND A MAN ON A HORSE	U.S.	75/528,111	7-30-98	-	-
PRO-4	U.S.	75/650,029	3-1-99	-	-
PRO-5	U.S.	75/651,770	3-1-99	-	-
SIDEKICK	U.S.	75/459,983	3-13-98	-	-
HUNT BETTER	U.S.	-	Not filed yet	-	-
THE WHOLE SHOOTIN' MATCH	U.S.	-	Not filed yet	-	-
Quick Clean Europe	-	-	Not filed yet	-	-

COMMON-LAW RIGHTS

UNCLE MIKE'S BY MICHAELS OF OREGON DESIGN	U.S.	-	-	-	-
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Trademark Licenses

License Agreement dated January 29, 2001 from Sturm, Ruger & Company, Inc., whereby Sturm Ruger granted a non-exclusive license to Michaels of Oregon Co. for the use of the trademarked name "Ruger" and the trademarked logo (eagle) until December 31, 2001.

C. COPYRIGHTS

* "World's Fastest Gun Bore Cleaner," copyright number 3438-121, recorded 7-6-99, assigned to Michaels of Oregon Co. by Bruce F. Hedge.