

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		10/31/2003	Association:

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	6130 Stoneridge Mall Road, Suite 300
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	0063643	9
Registration Number:	2098152	CLAYKING
Registration Number:	2012939	14-IN-ONE
Registration Number:	2197160	HOPPE'S
Registration Number:	2258433	HOPPE'S BENCH REST 9
Registration Number:	2190436	HOPPE'S 9
Registration Number:	2138786	PROTECTO
Registration Number:	1673345	BUTLER CREEK
Registration Number:	2185288	GUN MATE
Registration Number:	2301558	GUNMATE
Registration Number:	1704816	GUNRUNNER
Registration Number:	1655508	HOT LIPS
Registration Number:	1165464	HOT SHOT
Registration Number:	2416487	HOT LEGS

CH \$1140.00 0063643

Registration Number:	1489242	LIGHTNING LOADER
Registration Number:	1336592	MAKING GOOD GUNS BETTER
Registration Number:	893980	MICHAELS
Registration Number:	1482288	MICHAELS OF OREGON CO. UNCLE MIKE'S
Registration Number:	2219277	MIRAGE
Registration Number:	2120971	MIRAGE
Registration Number:	1686292	POLY-PATCH
Registration Number:	2063299	PRO-3
Registration Number:	2168875	PRO-PAK
Registration Number:	1330706	QD
Registration Number:	1141729	QD
Registration Number:	1490105	QUICK LOADER
Registration Number:	1324375	SIDEKICK
Registration Number:	2308801	SIDEKICK PROFESSIONAL
Registration Number:	1336550	SLINGER
Registration Number:	1574754	SUPER SWIVEL
Registration Number:	1615616	SWIVELOCK
Registration Number:	2365710	ULTRA
Registration Number:	874972	UNCLE MIKE'S
Registration Number:	1137525	UNCLE MIKE'S
Registration Number:	1275064	UNCLE MIKE'S
Registration Number:	1331803	UNCLE MIKE'S
Registration Number:	2174085	"WORLD'S FASTEST GUN BORE CLEANER"
Serial Number:	75736676	BORE SNAKE
Serial Number:	76076762	COMFORT STRETCH
Serial Number:	75528111	
Serial Number:	75650029	PRO-4
Serial Number:	75651770	PRO-5
Serial Number:	75459983	SIDEKICK
Serial Number:	76204722	HUNT BETTER/SHOOT BETTER
Serial Number:	76204721	THE WHOLE SHOOTIN' MATCH

CORRESPONDENCE DATA

Fax Number: (202)371-5950

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
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Email: eanderso@winston.com
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Address Line 2: Patent Department
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3502

ATTORNEY DOCKET NUMBER:	250022.71
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NAME OF SUBMITTER:	Elizabeth Anderson
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Total Attachments: 11

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**ASSIGNMENT OF
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Assignment of Patent, Trademark and Copyright Security Agreement (this "Assignment") is made as of this 25th day of March, 2004, by and among U.S. **BANK NATIONAL ASSOCIATION**, a national banking association, as original Collateral Agent ("US Bank"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as successor Collateral Agent ("GE Capital"), with respect to that certain Patent, Trademark and Copyright Security Agreement dated as of February 22, 2001, by and among **MICHAELS OF OREGON CO.**, an Oregon corporation ("Borrower"), and **MIKE'S HOLDING COMPANY**, an Oregon corporation ("Holdings"), as "Grantors", and US Bank, as amended by that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of April 10, 2001 (as from time to time amended, restated, supplemented or otherwise modified, the "IP Security Agreement"). Capitalized terms used without definition herein and that are defined in the IP Security Agreement shall have the respective meanings ascribed to them in the IP Security Agreement.

The IP Security Agreement covers the Intellectual Property Collateral described therein, including (a) each Grantor's Patents and Patent Licenses to which such Grantor is a party described on Part A to Schedule I hereto, (b) each Grantor's Trademarks and Trademark Licenses to which such Grantor is a party described on Part B to Schedule I hereto, and (c) each Grantor's Copyrights and Copyright Licenses to which such Grantor is a party described on Part C to Schedule I hereto.

Pursuant to that certain Fifth Amendment to Credit Agreement of even date herewith among Borrower, the other credit parties party thereto, GE Capital and US Bank (the "Fifth Amendment"), US Bank has transferred and assigned all of its right, title and interest under the IP Security Agreement GE Capital, and GE Capital has accepted such assignment. US Bank executes this Assignment to further document the assignment to GE Capital of the IP Security Agreement.

ASSIGNMENT OF IP SECURITY AGREEMENT

NOW THEREFORE, for and in consideration of the terms of the Fifth Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by US Bank, US Bank hereby grants, transfers and assigns all of its right, title and interest in the IP Security Agreement to GE Capital.

IN WITNESS WHEREOF, this Assignment of Patent, Trademark and Copyright Security Agreement has been duly executed as of the date first written above.

**U.S. BANK NATIONAL
ASSOCIATION**, as original
Collateral Agent and Agent, and as
assignor

By: *Timothy Stempel*
Timothy Stempel
Senior Vice President

**GENERAL ELECTRIC
CAPITAL CORPORATION**, as
successor Collateral Agent and
Agent, and assignee

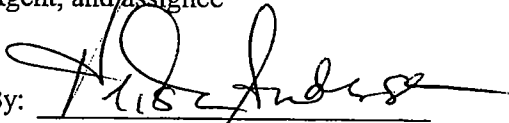
By: _____
Kristen Andersen
Duly Authorized Signatory

IN WITNESS WHEREOF, this Assignment of Patent, Trademark and Copyright Security Agreement has been duly executed as of the date first written above.

**U.S. BANK NATIONAL
ASSOCIATION**, as original
Collateral Agent and Agent, and as
assignor

By: _____
Timothy Stempel
Senior Vice President

**GENERAL ELECTRIC
CAPITAL CORPORATION**, as
successor Collateral Agent and
Agent, and assignee

By: 

Kristen Andersen
Duly Authorized Signatory

SCHEDULE I

[Attach combined Parts A, B and C from original agreement and First Amendment]

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	0323,372	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
<u>Pending Applications</u>					
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	-	-

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.

SCHEDULE I

B. TRADEMARKS

TRADEMARK	REGISTRATION NO.	APPLICATION DATE	REGISTRATION DATE
"9"	0063643		
Clayking	2098152	11/06/95	09/16/97
14-In-One	2012939	10/23/95	10/29/96
Hoppe's	2197160	02/13/97	10/20/98
Hoppe's Bench Rest 9	2258433	02/13/97	07/06/99
Hoppe's 9	2190436	02/13/97	09/22/98
Protecto	2138786	02/13/97	02/13/98

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	U.S.	75/645,721	2-20-87	1,489,242	5-24-88
MAKING GOOD GUNS BETTER	U.S.	485,438	6-15-84	1,336,592	5-21-85
MICHAELS	U.S.	316,226	1-9-69	893,980	7-7-70
MICHAELS OF OREGON CO. UNCLE MIKE'S & DESIGN	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/SHOOT BETTER	U.S.	76,204,722	2/1/01	-	-
THE WHOLE SHOOTIN' MATCH	U.S.	76,204,721	2/1/01	-	-
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.