Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bushnell Performance Optics		08/19/2005	CORPORATION: DELAWARE
Bolle, Inc.		08/19/2005	CORPORATION: DELAWARE
Old WSR, Inc.		08/19/2005	CORPORATION: DELAWARE
Serengeti Eyewear, Inc.		08/19/2005	CORPORATION: NEW YORK
Bushnell Night Vision, Inc.		08/19/2005	CORPORATION: DELAWARE
Tasco Holdings, Inc.		08/19/2005	CORPORATION: NEW YORK
Tasco Optics Corporation		08/19/2005	CORPORATION: NEW YORK
Bolle America, Inc.		08/19/2005	CORPORATION: DELAWARE
Bushnell Corporation		08/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent	
Street Address:	311 S. Wacker Drive	
Internal Address:	Suite 4400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 232

Property Type	Number	Word Mark
Registration Number:	2836374	P3
Registration Number:	2276733	ORVET
Registration Number:	2861826	s
Registration Number:	2226780	VOYAGER
Registration Number:	1984032	FUTURA
Registration Number:	1775779	POWERVIEW
		TDADEMARK

TRADEMARK " REEL: 003151 FRAME: 0391

900031260

Registration Number:	0936064	MULTI-X
Registration Number:	2817572	IMAGEVIEW
Registration Number:	2761834	EQUALIZER
Registration Number:	2709547	HARBORMASTER
Registration Number:	2615815	HYDRALON
Registration Number:	2270509	FLEX-GRIP
Registration Number:	2286632	RAINGUARD
Registration Number:	2284791	FAST FOCUS
Registration Number:	2102648	DISCOVERER
Registration Number:	2057851	TROPHY
Registration Number:	1920782	SONOMA
Registration Number:	1960825	RUBICON
Registration Number:	1887785	PC-3
Registration Number:	1218963	сиѕтом
Registration Number:	2664064	SPORTSMAN
Registration Number:	2188570	XTRA-WIDE
Registration Number:	1964784	WORLD CLASS AMMUNITION
Registration Number:	1967247	TROPHY
Registration Number:	1843540	NATUREVIEW
Registration Number:	2916363	BOLLÉ
Registration Number:	2927737	SNAKES
Registration Number:	2773681	HEMISPHERE
Registration Number:	2774820	EAGLEVISION 2
Registration Number:	2795755	IQ OPTICS
Registration Number:	2662916	BOLLE
Registration Number:	2314358	SCOPECHIEF
Registration Number:	2745474	WORLD CLASS
Registration Number:	1914719	CIRCLE-X
Registration Number:	1666562	SPORTVIEW
Registration Number:	1524303	PROPOINT
Registration Number:	1490958	В
Registration Number:	2773698	P3 POLARIZED
Registration Number:	2782922	QUEST
Registration Number:	2265320	GALAXSEE
Registration Number:	2006681	HOLO SIGHT
r	<u> </u>	TRADEMARK PEEL : 002464 FRAME:

Registration Number:	1093117	BOLLE
Registration Number:	0858918	TASCO
Registration Number:	2938086	MAGNIFY LIFE
Registration Number:	2911993	LEGEND
Registration Number:	2710924	S SERENGETI
Registration Number:	2634490	BUSHNELL
Registration Number:	2648393	FOR WHEREVER THE ROAD TAKES YOU
Registration Number:	2374648	BOLLE
Registration Number:	2547568	SERENGETI
Registration Number:	1684812	GOLDEN ANTLER
Registration Number:	1595152	ELITE
Registration Number:	1534085	PERMA FOCUS
Registration Number:	1153712	BUSHNELL
Registration Number:	2771698	FLOW-TECH
Registration Number:	2786395	TOUR
Registration Number:	2773023	FOR YOUR OWN PROTECTION
Registration Number:	2627749	В
Registration Number:	2630770	BUSHNELL PERFORMANCE OPTICS
Registration Number:	2707491	LUMINOVA
Registration Number:	2516438	SERENGETI PRESCRIPTION EYEWEAR
Registration Number:	2358651	RARE BIRD
Registration Number:	2341771	SIERRA
Registration Number:	2239264	MILLENNIUM 2000
Registration Number:	2017162	OFFSHORE
Registration Number:	1817840	ELITE
Registration Number:	1655418	
Registration Number:	1512392	BF
Registration Number:	1323357	BOLLE
Registration Number:	2965119	BOLLÉ
Registration Number:	2854449	SPEEDSTER
Registration Number:	2656962	3-2-1 LOW LIGHT RETICLE
Registration Number:	2314357	SCOPECHIEF
Registration Number:	2628525	CRITERION
Registration Number:	2352462	В
Registration Number:	2237457	NIGHTECH
Registration Number:	2237457	NIGHTECH TRADEMARK

Registration Number:	2218144	VERMILLON
Registration Number:	2085815	H2OPTIX
Registration Number:	1773494	TASCO PRONGHORN
Registration Number:	1491987	BOLLE PC
Registration Number:	0865312	TROPHY
Registration Number:	2930988	PERMAFOCUS
Registration Number:	2858101	TASCO
Registration Number:	2771697	COBALTZ
Registration Number:	2852202	SPORT
Registration Number:	1518737	TASCO
Registration Number:	1363100	JASON
Registration Number:	0855028	TASCO
Registration Number:	0836276	TASCO
Registration Number:	2933414	TROPHY
Registration Number:	2808627	THE UNSEEN SCIENCE OF SERENGETI
Registration Number:	2846531	VOYAGER
Registration Number:	2634491	BUSHNELL
Registration Number:	2316226	LEGACY
Registration Number:	2118357	YARDAGE PRO
Registration Number:	1522198	JASON
Registration Number:	2440759	SPACEMASTER
Registration Number:	1860855	POWERMASTER
Registration Number:	1497490	PERMA FOCUS 2000
Registration Number:	1866921	PUMPMASTER
Registration Number:	1784044	SILVER STREAK
Registration Number:	1494923	BIKINI
Registration Number:	1022557	R
Registration Number:	0695631	SENTRY
Registration Number:	2382141	DUSK & DAWN
Registration Number:	1692695	INSTAVISION
Registration Number:	1415402	EASYTRACK
Registration Number:	1107109	EXPLORER
Registration Number:	0792385	SUPER B-B
Registration Number:	0672476	SPACEMASTER
Registration Number:	2016004	BANNER
П		TRADEMARK TRADEMARK

Registration Number:	1716028	VISIBLE IMPACT
Registration Number:	1361633	J
Registration Number:	1673830	
Registration Number:	1574572	
Registration Number:	1321501	FAST FOCUS
Registration Number:	1156061	PELLGUNOIL
Registration Number:	1605382	LEGACY
Registration Number:	0612019	POWERLET
Registration Number:	2453666	NORTH STAR
Registration Number:	1596194	SPECTATOR SERIES
Registration Number:	1524029	FIXED FOCUS
Registration Number:	1163642	COPPERHEAD
Registration Number:	1163487	BANNER
Registration Number:	0617216	SCOPE CHIEF
Registration Number:	1668345	MERCURY
Registration Number:	1535960	
Registration Number:	1480570	RANGING
Registration Number:	0854131	INSTA-FOCUS
Registration Number:	1032209	CROSMAN
Registration Number:	2457089	XTRA WIDE
Registration Number:	2432955	BUSHNELL BIRDING SERIES
Registration Number:	2384072	COMMAND POST RETICLE
Registration Number:	1527877	STAR MACHINE
Registration Number:	1524028	AUTO FOCUS
Registration Number:	1336551	CHALLENGER
Registration Number:	1087523	FAST FOCUS
Registration Number:	0975285	CROSMAN
Registration Number:	0680418	BANNER
Registration Number:	2440760	NATUREVIEW
Registration Number:	1785446	BLUE STREAK
Registration Number:	1606219	SPORT-PAK
Registration Number:	0878188	MERCURY
Registration Number:	2843371	CACTUS
Registration Number:	2520510	COMPETIVISION
Registration Number:	2358250	SANDSTONE
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589422 487900 567416	STARGUIDE
487900 567416	
567416	ОРТІМА
921072	
 i	PLANT BUDDY
346676	SOLINI
328265	TASCO SPECTRA-VIEW
316685	TASCO
398599	COOL FX
445403	TASCO
322233	OPTIMA 2000
322216	NATURE WATCH
469706	OPTI-CENTERED
650663	TASCO TITAN
472951	BINO COLORS
316893	MECA PROFILES
504694	ACRYLEX
485106	PUT 'EM ON YOUR FACE
408563	WYNDHAM
501166	CHRONOSHIELD
501116	ECHO
188137	BREAKAWAY
504060	PUT'EM ON YOUR FACE
480563	MAURICE BOLLE
248867	KRAIT TRADEMARK
_ 3 _ 3 _ 4 _ 3 _ 3 _ 4 _ 6 _ 4 _ 3 _ 5 _ 4 _ 4 _ 5 _ 5 _ 1 _ 5 _ 4 _	346676 328265 316685 398599 445403 322233 322216 469706 350663 472951 316893 304694 485106 408563 301166 301116 38137 304060 480563

Registration Number:	1883401	
Registration Number:	1545222	CONTOUR
Registration Number:	0913144	CARBO GLAS
Registration Number:	1032060	us
Registration Number:	1032059	UNIFLEX
Registration Number:	1032058	POWER SENTRY
Registration Number:	1032056	EDUTESTOR
Registration Number:	1032042	FROG
Registration Number:	1031970	EQUIBALM
Registration Number:	1031969	URINAL-ADE
Registration Number:	1031966	PARKE-DAVIS
Registration Number:	1031965	DEO
Registration Number:	1326745	SUNPETS
Registration Number:	1398343	SOLAR BARRIERS
Registration Number:	2270508	SUNGLASSES FOR THE WATERS OF THE WORLD
Registration Number:	2793764	SEDONA
Registration Number:	2251880	PHOTO-BLUES
Registration Number:	1702950	DRIVERS
Registration Number:	1560651	SURF & CYCLE
Registration Number:	1549942	SOLAR-MATES
Registration Number:	1414115	FASHION FEATHERWEIGHTS
Registration Number:	2710932	555NM
Registration Number:	2202194	SENSOR-X
Registration Number:	1938762	SOLAR X
Registration Number:	1413198	IN-B-TEENS
Registration Number:	2231769	VISION MATES
Registration Number:	2189970	GRAFIX
Registration Number:	2076040	COUNTRY CLUB
Registration Number:	1536217	STRATA
Registration Number:	1490912	POWER PLUS
Registration Number:	1914694	
Registration Number:	1515259	SPECTRAL CONTROL
Registration Number:	1443364	SUNPETS
Registration Number:	2316044	KIDZ FLIPZ
Registration Number:	1251022	SERENGETI

Serial Number:	78639379	RAINGUARD
Serial Number:	78503929	BOLLÉ 4EVER
Serial Number:	78499899	ONIX
Serial Number:	78157709	SCOUT
Serial Number:	78488008	AXIS
Serial Number:	78550806	ELITE
Serial Number:	78380385	SAFETRACK
Serial Number:	78361815	BUCKHORN
Serial Number:	78310965	DIRTY 8
Serial Number:	76419154	JASON
Serial Number:	78326901	POLARMAX
Serial Number:	78515580	XTR
Serial Number:	78481170	EXCURSION
Serial Number:	75415053	SERENGETI
Serial Number:	78157710	SHARPSHOOTER
Serial Number:	75147732	H2OPTIX

CORRESPONDENCE DATA

Fax Number: (312)577-4752

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

Email: penelope.johnson@kattenlaw.com

Correspondent Name: Penelope S. Johnson Address Line 1: 525 W. Monroe Street

Address Line 2: c/o Katten Muchin Rosenman LLP

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	08/29/2005

Total Attachments: 27

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2005, is by and among Bushnell Performance Optics, a Delaware corporation ("Borrower"), Bushnell Corporation, a Delaware corporation ("Bushnell Corp"), Bollé, Inc., a Delaware corporation ("Bolle"), Old WSR, Inc., a Delaware corporation ("WSR"), Serengeti Eyewear, Inc., a New York corporation ("Serengeti"), Bushnell Night Vision, Inc., a Delaware corporation ("Bushnell Night Vision"), Tasco Holdings, Inc., a New York corporation ("Tasco Holdings"), Tasco Optics Corporation, a New York corporation ("Tasco"), Bollé America, Inc., a Delaware corporation ("Bolle America"; Borrower, Bushnell Corp, Bolle, WSR, Serengeti, Bushnell Night Vision, Tasco Holdings, Tasco and Bolle America are referred to herein individually as a "Grantor" and collectively as the "Guarantors") and Antares Capital Corporation, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantors own the Trademarks, Trademark registrations, and Trademark applications listed on <u>Schedule A</u> annexed hereto, and is a party to the Trademark licenses listed on <u>Schedule A</u> annexed hereto; and

WHEREAS, Borrower has entered into that certain Credit Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrower by Lenders; and

WHEREAS, each Grantor (other than Borrower) is a direct or indirect Subsidiary of Borrower, and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower and accordingly, pursuant to the terms of that certain Security Agreement dated of even date herewith among Grantors, certain affiliates of Grantors and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement" capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement), each Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications (other than Trademark applications based on an "Intent-to-Use" the marks) and Trademark licenses, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application (other than Trademark applications based on an "Intent-to-Use" the marks), including, without

limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in <u>Schedule A</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark);

- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in <u>Schedule A</u> annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in <u>Schedule A</u> and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark licensed under any Trademark license.

Notwithstanding anything to the contrary contained herein or in the Security Agreement, to the extent unnecessary or otherwise undesirable in the ordinary course of each Grantor's business, in the reasonable business judgment of Grantors, no Grantor shall have any duty to (i) prosecute any Trademark or servicemark applications pending as of the date hereof or after; (ii) preserve or maintain any Trademarks; or (iii) ensure that the Trademarks are and remain enforceable.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantors beyond the rights and obligations contained in the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTORS:

BUSHNELL PERFORMANCE OPTICS, a Delaware corporation, as Grantor By: Name: _____ Title: **BUSHNELL CORPORATION**, a Delaware corporation By: Name: Title: BOLLÉ, INC., a Delaware corporation Bv: Name: _____ Title: _____ **OLD WSR, INC.**, a Delaware corporation By: Name: Title: SERENGETI EYEWEAR, INC., a New York corporation _ By:

Name: _____

	BUSHNELL NIGHT VISION, INC., a
	Delaware corporation
	By: Del Ret
	Name:
	Title:
	TASCO HOLDINGS, INC., a Delaware New York corporation By: Name: Title:
	TASCO OPTICS CORPORATION, a New York corporation
	By: Val Ret
	Name:
	Title:
	BOLLÉ AMERICA, INC., a Delaware corporation
	1) 1/8/1
	By: Mame:
	Title:
Acknowledged:	
ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent	
Ву:	
Name:	
Title:	_

Trademark Security Agreement (Bushnell and Domestic Subsidiaries)

,	BUSHNELL NIGHT VISION, INC., a
	Delaware corporation
	R_{V^*}
	By: Name:
	Title:
	TASCO HOLDINGS, INC., a Delaware New
	York corporation
	Ву:
	Name:
	Title:
	TASCO OPTICS CORPORATION, a New York corporation
	By:
	Name:
	Title:
	BOLLÉ AMERICA, INC., a Delaware corporation
	D _{V'}
	By:
	Name: Title:
	TRIC.
Acknowledged:	
ANTARES CAPITAL CORPORATION a Delaware corporation, as Agent	۸,
Ву:	
Name:	
Title: Michael P. King	
Dingoton	

Trademark Security Agreement (Bushnell and Domestic Subsidiaries)

BOLLE, INC. AND BUSHNELL PERFORMANCE OPTICS

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered	<u>Status</u>
Rainguard	Serial #: 78639379	Filed: May 27, 2005	Pending
Bollé 4Ever	Serial #: 78503929	Filed: October 21, 2004	Pending Intent to Use
Onix	Serial #: 78499899	Filed: October 14, 2004	Pending Intent to Use
P3	2836374	April 27, 2004	Registered
Scout	Serial #: 78157709	Published: June 10, 2003	Published
Orvet	2276733	September 7, 1999	Registered
S	2861826	July 13, 2004	Registered
Voyager	2226780	February 23, 1999	Registered
Futura	1984032	July 2, 1996	Registered
Powerview	1775779	June 8, 1993	Renewed
		June 8, 2003 (renewed)	
Multi-X	0936064	June 20, 1972	Renewed
		July 18, 2002 (renewed)	
Axis	Serial #: 78488008	Filed: September 22, 2004	Pending Intent to Use
Imageview	2817572	February 24, 2004	Registered
Equalizer	2761834	September 9, 2003	Registered
Harbormaster	2709547	April 22, 2003	Registered
Hydralon	2615815	September 3, 2002	Registered
Flex-Grip	2270509	August 17, 1999	Registered
Rainguard	2286632	October 12, 1999	Registered
Fast Focus	2284791	October 12, 1999	Registered Section 2(F)
Discoverer	2102648	October 7, 1997	Registered
Trophy	2057851	April 29, 1997	Registered
Sonoma	1920782	September 19, 1995	Registered

Rubicon	1960825	March 5, 1996	Registered
PC-3	1887785	April 4, 1995	Renewed
		April 4, 2005 (renewed)	
Custom	1218963	December 7, 1982	Renewed Section 2(F)
		December 7, 2002	
Sportsman	2664064	December 17, 2002	Registered
Xtra-Wide	2188570	September 8, 1998	Registered
World Class Ammunition	1964784	March 26, 1996	Registered
			Supplemental Register
Trophy	1967247	April 9, 1996	Registered
Natureview	1843540	July 5, 1994	Renewed
		July 5, 2004 (renewed)	
Elite	Serial #: 78550806	Filed: January 20, 2005	Pending Intent to Use
Bollé	2916363	January 4, 2005	Registered Section 2(F)
Snakes	2927737	February 22, 2005	Registered
Hemisphere	2773681	October 14, 2003	Registered
Eaglevision 2	2774820	October 21, 2003	Registered
IQ Optics	2795755	December 16, 2003	Registered
Bolle	2662916	December 17, 2002	Registered Section 2(F)
Scopechief	2314358	February 1, 2000	Registered
World Class	2745474	August 5, 2003	Registered Section 2(F)
Circle-X	1914719	August 29, 1995	Renewed
		August 29, 2005 (renewed)	
Sportview	1666562	December 3, 1991	Renewed
		December 3, 2001	
Propoint	1524303	February 14, 1989	Registered
В	1490958	June 7, 1988	Registered

Safetrack	Serial #: 78380385	Published: December 28, 2004	Published Intent to Use
Buckhorn	Serial #: 78361815	Filed: February 3, 2004	Pending Intent to Use
Dirty 8	Serial #: 78310965	Published: July 20, 2004	Published Intent to Use
P3 Polarized	2773698	October 14, 2003	Registered
Quest	2782922	November 11, 2003	Registered
Galaxsee	2265320	July 27, 1999	Registered
Holo Sight	2006681	October 8, 1996	Registered
Serengeti	12510022	September 13, 1983	Renewed
		September 13, 2003 (renewed)	
Bolle	1093117	June 13, 1978	Renewed Section 2(F)
		June 13, 1998 (renewed)	
Tasco	0858918	October 22, 1968	Renewed
		October 22, 1988	
Magnify Life	2938086	April 5, 2005	Registered
Jason	Serial #: 76419154	Published: March 4, 2003	Published Intent to Use
Legend	2911993	December 21, 2004	Registered
S Serengeti	2710924	April 29, 2003	Registered
Bushnell	2634490	October 15, 2002	Registered
For Wherever the Road Takes You	2648393	November 12, 2002	Registered
Bolle	2374648	August 8, 2000	Registered
Serengeti	2547568	March 12, 2002	Registered
Golden Antler	1684812	April 28, 1992	Renewed
		April 28, 2002 (renewed)	
Elite	1595152	May 8, 1990	Renewed
		May 8, 2000 (renewed)	

Perma Focus	1534085	April 11, 1989	Registered
Bushnell	1153712	May 12, 1981	Renewed Section 2(F)
		May 12, 2001 (renewed)	
Flow-Tech	2771698	October 7, 2003	Registered
Tour	2786395	November 25, 2003	Registered
For Your Own Protection	2773023	October 14, 2003	Registered
В	2627749	October 1, 2002	Registered
Bushnell Performance Optics	2630770	October 8, 2002	Registered
Luminova	2707491	April 15, 2003	Registered
Serengeti Prescription Eyewear	2516438	December 11, 2001	Registered
Rare Bird	2358651	June 13, 2000	Registered
Sierra	2341771	April 11, 2000	Registered
Millennium 2000	2239264	April 13, 1999	Registered
Offshore	2017162	November 19, 1996	Registered
Elite	1817840	January 25, 1994	Renewed
		January 25, 2004 (renewed)	
Design Only	1655418	September 3, 1991	Renewed [last assignment to Tasco Acquisition
		September 3, 2001 (renewed)	Corporation]
BF	1512392	November 15, 1988	Registered
Bolle	1323357	March 5, 1985	Registered
Bollé	2965119	July 5, 2005	Registered Section 2(F)
Speedster	2854449	June 15, 2004	Registered
3-2-1 Low Light Reticle	2656962	December 3, 2002	Registered
Scopechief	2314357	February 1, 2000	Registered
Criterion	2628525	October 1, 2002	Registered

В	2352462	May 23, 2000	Registered
Nightech	2237457	April 6, 1999	Registered
Vermillon	2218144	January 19, 1999	Registered
H20PTIX	2085815	August 5, 1997	Registered
Tasco Pronghorn	1773494	May 25, 1993	Renewed
		May 25, 2003 (renewed)	
Bolle PC	1491987	June 14, 1988	Registered Partial Section 2(F) [assigned to Bushnell Performance Optics Europe]
Trophy	0865312	February 25, 1969	Renewed
		February 25, 1989 (renewed)	
Permafocus	2930988	March 8, 2005	Registered
Polarmax	Serial #: 78326901	Published: May 10, 2005	Published Intent to Use
Tasco	2858101	June 29, 2004	Registered
Cobaltz	2771697	October 7, 2003	Registered
Sport	2852202	June 8, 2004	Registered Supplemental Register
Tasco	1518737	January 3, 1989	Registered
Jason	1363100	October 1, 1985	Registered
Tasco	0855028	August 20, 1968	Renewed
		August 20, 1988 (renewed)	
Tasco	0836276	October 3, 1967	Renewed
		October 3, 1987 (renewed)	
XTR	Serial #: 78515580	Filed: November 11, 2004	Pending Intent to Use
Excursion	Serial #: 78481170	Published: December 21, 2004	Published Intent to Use
Trophy	2933414	March 15, 2005	Registered
The Unseen Science of Serengeti	2808627	January 27, 2004	Registered

Serengeti			
Sharpshooter	Serial #: 78157710	Filed: August 26, 2002	Pending
Voyager	2846531	May 25, 2004	Registered
Bushnell	2634491	October 15, 2002	Registered Section 2(F)
Legacy	2316226	February 8, 2000	Registered
Yardage Pro	2118357	December 2, 1997	Registered
Jason	1522198	January 24, 1989	Registered
Spacemaster	2440759	April 3, 2001	Registered
Voyager	2226780	February 23, 1999	
			Registered
Powermaster	1860855	November 1, 1994 November 1, 2004 (renewed)	Renewed [possible assignment issue]
Powerview	1775779	June 8, 1993	Renewed
		June 8, 2003 (renewed)	
Perma Focus 2000	1497490	July 26, 1988	Registered
			[security agreement from Bushnell to Antares]
Multi-X	0936064	June 20, 1972	Renewed
		July 18, 2002 (renewed)	
Pumpmaster	1866921	December 13, 1994	Renewed
		December 13, 2004 (renewed)	[Crosman Corporation and Voit Sports also have an interest]
Silver Streak	1784044	July 27, 1993	Renewed
		July 27, 2003 (renewed)	[Crosman Corp; Benjamin Sheridan Corp; Voit Sports; and Voit Corporation also have an interest]

Bikini	1494923	July 5, 1988	Registered
R	1022557	October 14, 1975	Renewed
		October 14, 1995 (renewed)	
Sentry	0695631	April 5, 1960	Renewed
		April 5, 1980 (renewed)	
Dusk and Dawn	2382141	September 5, 2005	Registered
Xtra-Wide	2188570	September 8, 1998	Registered
Instavision	1692695	June 9, 1992	Renewed
		June 9, 2002	
Easytrack	1415402	October 28, 1986	Registered Supplemental Register
Explorer	1107109	November 28, 1978	Renewed
Super B-B	0792385	July 6, 1965	Renewed Supplemental
		July 6, 1985	Register
			[shares the interest]
Spacemaster	0672476	January 13, 1959	Renewed
		January 13, 1979 (renewed)	
Banner	2016004	November 12, 1996	Registered
Visible Impact	1716028	September 15, 1992	Renewed
		September 15, 2002	[shares the interest]
J	1361633	September 24, 1985	Registered
Design Only	1673830	January 28, 1992	Renewed
		January 28, 2002 (renewed)	
Design Only	1574572	January 2, 1990	Renewed Section 2(F)
		January 2, 2000 (renewed)	
Fast Focus	1321501	February 19, 1985	Registered Supplemental Register

Pellgunoil	1156061	June 2, 1981	Renewed
		June 2, 2001 (renewed)	[shares the interest]
Legacy	1605382	July 10, 1999	Renewed
		July 10, 2000 (renewed)	
Powerlift	0612019	September 13, 1955	Renewed
		September 13, 1995 (renewed)	[shares the interest]
North Star	2453666	May 22, 2001	Registered
Spectator Series	1596194	May 15, 1990	Renewed
		May 15, 2000 (renewed)	
Fixed Focus	1524029	February 7, 1989	Registered Supplemental Register
Copperhead	1163642	August 4, 1981	Renewed
		August 4, 2001 (renewed)	[shares the interest]
Banner	1163487	August 4, 1981	Renewed
		August 4, 2001 (renewed)	
Scope Chief	0617216	December 6, 1955	Renewed
		December 6, 1975 (renewed)	
Mercury	1668345	December 17, 1991	Renewed
		December 17, 2001 (renewed)	
Design Only	1535960	April 18, 1980	Registered Supplemental Register
Ranging	1480570	March 15, 1988	Registered Section 2(F)
Insta-Focus	0854131	August 6, 1968	Renewed
		August 6, 1988 (renewed)	
Crosman	1032209	February 3, 1976	Renewed
		February 3, 1996 (renewed)	[shares the interest; Manufacturers and Traders Trust has

			security agreement with Crosman Corp]
Xtra Wide	2457089	June 5, 2001	Registered
Bushnell Birding Series	2432955	March 6, 2001	Registered
Command Post Reticle	2384072	September 5, 2000	Registered
Star Machine	1527877	March 7, 1989	Registered
Auto Focus	1524028	February 7, 1989	Registered Supplemental Register
Challenger	1336551	May 21, 1985	Renewed
		May 21, 2005 (renewed)	[shares the interest; Manufacturers and Traders Trust has security agreement with Crosman Corp]
Fast Focus	1087523	March 14, 1978	Renewed Supplemental Register
		March 14, 1998	Register
Crosman	0975285	December 25, 1973	Renewed Multiple U.S. Class
		December 25, 2003	[shares the interest; Manufacturers and Traders Trust has security agreement with Crosman Corp]
Banner	0680418	June 16, 1959	Renewed
		June 16, 1979	
Natureview	2440760	April 3, 2001	Registered
Blue Streak	1785446	August 3, 1993	Renewed
		August 3, 2003	[shares the interest; Manufacturers & Traders Trust and Bank of America has security agreement with Crosman Corp]
Sport-Pak	1606219	July 17, 1990 July 17, 2000 (renewed)	Renewed

Mercury	0878188	October 7, 1969	Renwed
		October 7, 1989	

BOLLE INC.

TRADEMARK REGISTRATIONS (CONT.)

Trademark Description	U.S. Registration No.	Date Registered	<u>Status</u>
Orvet	2276733	September 7, 1999	Registered
			BollÉ, Inc. to Bushnell Performance Optics
Hydralon	2615815	September 3, 2002	Registered
			Bolle, Inc. to Bushnell Performance Optics
Cactus	2843371	May 18, 2004	Registered
Bolle	2662916	December 17, 2002	Registered Section 2(F)
			Bolle, Inc. to Bushnell Performance Optics
Bolle	2374648	August 8, 2000	Registered
			Bolle, Inc. to Bushnell Performance Optics
Competivision	2520510	December 18, 2001	Registered
			Bolle Inc to Antares
В	2352462	May 23, 2000	Registered
			Bolle, Inc. to Bushnell Performance Optics
Sandstone	2358250	June 13, 2000	Registered
			Bolle Inc to Antares
Thermogrip	2369154	July 18, 2000	Registered
,			Bolle Inc to Antares

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TASCO OPTICS CORPORATION

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered	<u>Status</u>
Tech-Dryad	2732986	July 1, 2003	Registered
			Security Agreement: Tasco to Antares
Futura	1984032	July 2, 1996	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Infocus	1577460	January 16, 1990	Renewed
			Security Agreement: Tasco to Antares
Propoint	1479435	March 8, 1988	Registered
			Security Agreement: Tasco to Antares
Pro 4	2344797	April 25, 2000	Registered
			Security Agreement: Tasco to Antares
Sonoma	1920782	September 19, 1995	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Rubicon	1960825	March 5, 1996	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Tasco Lumi-Ring	1328268	April 2, 1985	Registered
			Security Agreement: Tasco to Antares

World Class	1745474	August 5, 2003	Registered Section 2(F)
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Lumina	1928643	October 17, 1995	Registered
Tasco Zip	1539143	May 16, 1989	Registered
			Security Agreement: Tasco to Antares
Propoint	1524303	February 14, 1989	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
The Tasco Times	1521781	January 24, 1989	Registered
			Security Agreement: Tasco to Antares
ICTA	0836111	September 26, 1967	Renewed
		September 26, 1987 (renewed)	Security Agreement: Tasco to Antares
Starguide	2589422	July 2, 2002	Registered
			Security Agreement: Tasco to Antares
Optima	2487900	September 11, 2001	Registered
			Security Agreement: Tasco to Antares
Galaxsee	2265320	July 27, 1999	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Tasco	0858918	October 22, 1968	Renewed
		October 22, 1988 (renewed)	Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman

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Design Only	2567416	May 7, 2002	Registered
			Security Agreement: Tasco to Antares
Plant Buddy	2921072	January 25, 2005	Registered
			Security Agreement: Tasco to Antares
Solini	2346676	May 2, 2000	Registered
			Security Agreement: Tasco to Antares
Golden Antler	1684812	April 28, 1992	Renewed
		April 28, 2002 (renewed)	Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Tasco Spectra-View	1328265	April 2, 1985	Registered
			Security Agreement: Tasco to Antares
Tasco	1316685	January 29, 1985	Registered
			Security Agreement: Tasco to Antares
Luminova	2707491	April 15, 2003	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Cool FX	2398599	October 24, 2000	Registered
			Security Agreement: Tasco to Antares
Rare Bird	2358651	June 13, 2000	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Sierra	2341771	April 11, 2000	Registered
			Security Agreement: Tasco

			to Antares
Tasco	2445403	April 24, 2001	Registered
			Security Agreement: Tasco to Antares
Optima 2000	2322233	February 22, 2000	Registered
			Security Agreement: Tasco to Antares
Nature Watch	2322216	February 22, 2000	Registered
			Security Agreement: Tasco to Antares
Millennium 2000	2239264	April 13, 1999	Registered
			Security Agreement: Tasco to Antares; Assigned to Bushnell Performance Optics
Offshore	2017162	November 19, 1996	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Design Only	1655418	September 3, 1991	Renewed
		September 3, 2001 (renewed)	Assigned to Tasco Acquisition Corp
Opti-Centered	1469706	December 22, 1987	Registered Section 2(F)
			Security Agreement: Tasco to Antares
Nightech	2237457	April 6, 1999	Registered
			Security Agreement: Tasco to Antares; Assigned to Bushnell Performance Optics
Tasco Pronghorn	1773494	May 25, 1993	Renewed
		May 25, 2003 (renewed)	Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman

Tasco	1518737	January 3, 1989	Registered
			Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Tasco	0855028	August 20, 1968	Renewed
		August 20, 1988	Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Tasco	0836276	October 3, 1967	Renewed
		October 3, 1987 (renewed)	Nunc Pro Tunc Assignment: Tasco Worldwide to James Feltman
Tasco Titan	1650663	July 16, 1991	Renewed
		July 16, 2001 (renewed)	
Bino Colors	1472951	January 19, 1988	Registered
			Security Agreement: Tasco to Antares

BOLLE AMERICA, INC.

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	<u>Date Registered</u>	<u>Status</u>
Meca Profiles	2316893	February 8, 2000	Registered
Acrylex	1504694	September 20, 1988	Registered
			Bolle America to Antares
Put 'Em on your face	1485106	April 19, 1988	Registered
			Bolle America to Antares
Wyndham	1408563	September 9, 1986	Registered
			Security Agreement: Pfatzgraff Investment Co to Congress Financial Corporation
Chronoshield	1501166	August 23, 1988	Registered
			Bolle America to Antares
Echo	1501116	August 23, 1988	Registered
			Security Agreement: Bolle America to Nationbank, National Assoc
Bolle	1093117	June 13, 1978	Renewed Section 2(F)
		June 13, 1998 (renewed)	Bolle America to Bushnell Performance Optics Europe
For Your Own Protection	2773023	October 14, 2003	Registered
			Bolle America to Bushnell Performance Optics
BF	1512392	November 15, 1988	Registered
			Bolle America to Bushnell Performance Optics
Bolle	1323357	March 5, 1985	Registered Section 44(d)

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			Bolle America to Bushnell Performance Optics Europe
Vermillion	2218144	January 19, 1999	Registered
			Bolle America to Bushnell Performance Optics
Breakaway	2188137	September 8, 1998	Registered (but says cancellation record June 11, 2005)
Put'Em on your face	1504060	September 13, 1988	Registered
			Bolle America to Antares
Bolle PC	1491987	June 14, 1988	Registered Partial Section 2F
			Bolle America to Bushnell Performance Optics Europe
Maurice Bolle	1480563	March 15, 1988	Registered
			Bolle America to Antares
Krait	2248867	June 1, 1999	Registered
			Bolle America to Antares
Design Only	1883401	March 14, 1995	Registered
			Bolle America to Antares
Contour	1545222	June 27, 1989	Registered
			Bolle America to Sola: Assigns Entire Interest
Carbo Glas	0913144	June 8, 1971	Renewed
		June 8, 2001	
Design Only	19851032060	November 28, 1986	Renewed
Put 'Em on your face	19851032059	November 28, 1986	Renewed
Bolle' France	19851032058	November 28, 1986	Renewed
Maurice Bolle'	19851032056	November 28, 1986	Renewed
Bolle' PC	19851032042	November 28, 1986	Renewed

BF	19851031970	November 18, 1986	Renewed
INEX 90+	19851031969	November 18, 1986	Renewed
Comput-IREX	19851031966	November 17, 1986	Renewed
IREX 100	19851031965	November 17, 1986	Renewed

SERENGETI EYEWEAR, INC.

TRADEMARK REGISTRATIONS

Trademark Description	<u>U.S. Registration No.</u>	<u>Date Registered</u>	Status
S	2861826	July 13, 2004	Registered
			Serengeti to Bushnell Performance Optics
Sunpets	1326745	March 26, 1985	Registered
V			Serengeti to Antares
Flex-grip	2270509	August 17, 1999	Registered
			Serengeti to Bushnell Performance Optics
Solar Barriers	1398343	June 24, 1986	Registered
			Serengeti to Antares
Sunglasses for the waters of the world	2270508	August 17, 1999	Registered
			Serengeti to Antares
Sedona V	2793764	December 16, 2003	Registered
Photo-Blues	2251880	June 8, 1999	Registered
			[Security Interest: Serengeti to CIT Group; Warnaco to Citicorp North America]
Drivers	1702950	July 28, 1992	Renewed
		Julu 28, 2002 (renewed)	[Security Interest: Serengeti to CIT Group]
Surf & Cycle	1560651	October 17, 1989	Registered
			Serengeti to Antares
Solar-mates	1549942	August 1, 1989	Registered
			Serengeti to Antares
Fashion Featherweights	1414115	October 21, 1986	Registered
			[Serengeti to The United

			States Shoe Corporation: Assigns entire interest]
555NM	2710932	April 29, 2003	Registered
Sensor-X	2202194	November 3, 1998	Registered
			[Security Interest: Serengeti to CIT Group]
Solar X	1938762	November 28, 1995	Registered
			Serengeti to Antares
In-B-Teens	1413198	October 14, 1986	Registered
,			Serengeti to Antares
Serengeti V	1251022	September 13, 1983	Renewed
		September 13, 2003 (renewed)	Serengeti to Bushnell Performance Optics
S Serengeti	2710924	April 29, 2003	Registered
			Serengeti to Bushnell Performance Optics
For wherever the road takes you	2648393	November 12, 2002	Registered
			Serengeti to Bushnell Performance Optics
Serengeti	2547568	March 12, 2002	Registered
			Serengeti to Bushnell Performance Optics; [Security Interest: Serengeti to CIT Group]
Vision mates	2231769	March 16, 1999	Registered
			[Security Interest: Serengeti to CIT Group]
Grafix	2189970	September 15, 1998	Registered (but says cancellation recorded June 18, 2005)
Serengeti Prescription Eyewear	2516438	December 11, 2001	Registered
-			Serengeti to Bushnell Performance Optics

TRADEMARK

			•
Serengeti	Serial # 75415053	Filed: January 8, 1998	Published Intent to Use
			[Security Interest: Serengeti to Cit group]
Country Club	2076040	July 1, 1997	Registered
			[Security Interest: Serengeti to Cit group]
Strata	1536217	April 25, 1989	Registered
			Serengeti to Antares
Power Plus	1490912	June 7, 1988	Registered
			Serengeti to Antares
H20PTIX	75147732	August 5, 1997	Registered
			Serengeti to Bushnell Performance Optics
Design Only	1914694	August 29, 1995	Registered
			Serengeti to Antares
Spectral Control	1515259	December 6, 1988	Registered
			Serengeti to Antares
Sunpets 🗸	1443364	June 16, 1987	Registered
			Serengeti to Antares
Kidz Flipz	2316044	February 8, 2000	Registered
			[Security Interest: Serengeti to Cit group]

TRADEMARK REEL: 003151 FRAME: 0426

RECORDED: 08/29/2005