

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michaels of Oregon Co.		08/24/2007	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Second Lien Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	0063643	9
Registration Number:	2997906	BLIZZARD
Registration Number:	2425833	BORESNAKE
Registration Number:	2995302	BUTLER CREEK
Registration Number:	1673345	BUTLER CREEK
Registration Number:	2098152	CLAYKING
Registration Number:	2626046	COMFORT STRETCH
Registration Number:	2507430	
Registration Number:	3011106	
Registration Number:	3062403	DESIGNED THROUGH EXPERIENCE, FOCUSED ON PERFORMANCE
Registration Number:	2301558	GUNMATE
Registration Number:	1704816	GUNRUNNER
Registration Number:	2197160	HOPPE'S
Registration Number:	3053614	HOPPE'S

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Registration Number:	2190436	HOPPE'S 9
Registration Number:	2829753	HOPPE'S 9
Registration Number:	2258433	HOPPE'S BENCH REST 9
Registration Number:	2890462	HOPPE'S ELITE
Registration Number:	2416487	HOT LEGS
Registration Number:	1655508	HOT LIPS
Registration Number:	1165464	HOT SHOT
Registration Number:	2858313	HUNT BETTER/SHOOT BETTER
Registration Number:	1489242	LIGHTNING LOADER
Registration Number:	0893980	MICHAELS
Registration Number:	3001554	MICHAELS OF OREGON CO.
Registration Number:	1482288	MICHAELS OF OREGON CO. UNCLE MIKE'S
Registration Number:	2120971	MIRAGE
Registration Number:	2219277	MIRAGE
Registration Number:	2805571	PRO-1
Registration Number:	2854535	PRO - 2
Registration Number:	2063299	PRO-3
Registration Number:	2168875	PRO-PAK
Registration Number:	2138786	PROTECTO
Registration Number:	1141729	QD
Registration Number:	1490105	QUICK LOADER
Registration Number:	2474751	SIDEKICK
Registration Number:	1324375	SIDEKICK
Registration Number:	2992576	STAR CLIP
Registration Number:	2998067	STEEL LIPS
Registration Number:	1574754	SUPER SWIVEL
Registration Number:	1615616	SWIVELOCK
Registration Number:	3096633	THE GUN CARE PEOPLE
Registration Number:	2860614	THE WHOLE SHOOTIN' MATCH
Registration Number:	2784736	TRI-LOCK
Registration Number:	2365710	ULTRA
Registration Number:	0874972	UNCLE MIKE'S
Registration Number:	1137525	UNCLE MIKE'S
Registration Number:	2997904	UNCLE MIKE'S
Registration Number:	1275064	UNCLE MIKE'S

Registration Number:	2998066	UNCLE MIKE'S
Registration Number:	2873843	UNCLE MIKE'S LAW ENFORCEMENT
Registration Number:	2174085	"WORLD'S FASTEST GUN BORE CLEANER"
Serial Number:	76486991	PRO-4

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00267
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	08/29/2007

Total Attachments: 11
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as second lien collateral agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 24, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto, GE Capital, as Administrative Agent for the Lenders, GE Capital, as Second Lien Collateral Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Second Lien Collateral Agent (the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Second Lien Collateral Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Second Lien Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed)), including, without limitation, those listed on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MICHAELS OF OREGON CO., an Oregon corporation, as Grantor

By: 
Name: B. JOSEPH MESSNER
Its: PRESIDENT & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Second Lien Collateral Agent

By: Brian Sommerfeld
Name: Brian Sommerfeld
Its: Duly Authorized Signatory

SCHEDULES TO TRADEMARK SECURITY AGREEMENTS

Bushnell Inc.
Bushnell Group Holdings, Inc.
Bushnell Holdings Inc.
Bolle, Inc.
Bolle America, Inc.
Serengetti Eyewear, Inc.
Tasco Holdings, Inc.
Tasco Optics Corporation
Old WSR, Inc.

U.S. Trademark Applications and Registrations

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
ACRYLEX	Registered	1,504,694	9/20/1988
CARBO GLAS	Registered	913,144	6/8/1971
MAURICE BOLLE	Registered	1,480,563	3/15/1988
PUT EM ON YOUR FACE	Registered	1,504,060	9/13/1988
PUT EM ON YOUR FACE	Registered	1,485,106	4/19/1988
CHRONOSHIELD	Registered	1,501,166	8/23/1988
CACTUS	Registered	2,843,371	5/18/2004
ANTLER DESIGN	Registered	1,673,830	1/28/1992
BANNER	Registered	680,418	6/16/1959
BANNER	Registered	2,016,004	11/12/1996
BANNER	Registered	1,163,487	8/4/1981
BIKINI	Registered	1,494,923	7/5/1988
BINOCULAR DESIGN	Registered	1,535,960	4/18/1989
BINOCULAR DESIGN-DESIGN ONLY	Registered	1,574,572	1/2/1990
BUSHNELL BIRDING	Registered	2,432,955	3/6/2001
DUSK & DAWN	Registered	2,382,141	9/5/2000
EXPLORER	Registered	1,107,109	11/28/1978
HARBORMASTER	Registered	2,709,547	4/22/2003
JASON	Registered	1522198	1/24/1989
ORVET	Registered	2,276,733	9/7/1999
PERMA FOCUS	Registered	1497490	7/26/1988
DESIGN ONLY	Registered	1,655,418	9/3/1991
DESIGN ONLY	Registered	2,567,416	5/7/2002
INFOCUS	Registered	1,577,460	1/16/1990
LEGACY (STYLIZED)	Registered	1,605,382	7/10/1990
NATUREVIEW	Registered	2,440,760	4/3/2001
NORTH STAR	Registered	2,453,666	5/22/2001
OPTIMA	Registered	2,487,900	9/11/2001
RANGING	Registered	1,480,570	3/15/1988
SENTRY	Registered	695,631	4/5/1960
SPACEMASTER	Registered	2,440,759	4/3/2001
SPACEMASTER	Registered	672,476	1/13/1959
SPECTATOR SERIES	Registered	1,596,194	5/15/1990
SPORT-PAK	Registered	1,606,219	7/17/1990
STAR MACHINE	Registered	1,527,877	3/7/1989

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
XTRAWIDE	Registered	2,457,089	6/5/2001
ARES	Pending	77/070,306	12/22/2006
AUTO FOCUS	Registered	1,524,028	2/7/1989
AXIS	Registered	3127873	8/8/2006
B & CIRCLE DESIGN	Registered	1,490,958	6/7/1988
B & DES.	Registered	2,627,749	10/1/2002
B (IN SEMI CIRCLE)	Registered	2,352,462	5/23/2000
BF & DES.	Registered	1,512,392	11/15/1988
BINO COLORS	Registered	1472951	1/19/1988
BUCKHORN	Pending	78/361815	2/3/2004
BUSHNELL	Registered	2,630,770	10/8/2002
BUSHNELL	Registered	1,153,712	5/12/1981
BUSHNELL	Registered	2,634,491	10/15/2002
BUSHNELL & DES.	Registered	2,634,490	10/15/2002
BUSHNELL OUTDOOR PRODUCTS	Pending	77/038,649	11/7/2006
BUSHNELL PERFORMANCE OPTICS & DESIGN	Registered	2630770	10/8/2002
CIRCLE-X	Registered	1,914,719	8/29/1995
COBALTZ	Registered	2,771,697	10/7/2003
COMPETIVISION	Registered	2,520,510	12/18/2001
CRITERION	Registered	2,628,525	10/1/2002
CUSTOM	Registered	1,218,963	12/7/1982
DIRTY 8	Registered	3,006,512	10/11/2005
DISCOVERER	Registered	2,102,648	10/7/1997
DRIVERS	Registered	1,702,950	7/28/1992
EAGLEVISION 2	Registered	2,774,820	10/21/2003
ELITE	Registered	3,137,076	8/29/2006
ELITE	Registered	1,595,152	5/8/1990
ELITE	Registered	1,817,840	1/25/1994
EXCURSION	Registered	3,018,772	11/22/2005
FAST FOCUS	Registered	1,087,523	3/14/1978
FIXED FOCUS	Registered- Supplemental Register	1,524,029	2/7/1989
FLOW-TECH	Registered	2,771,698	10/7/2003
FOR WHEREVER THE ROAD TAKES YOU	Registered	2,648,393	11/12/2002
FOR YOUR OWN PROTECTION	Registered	2,773,023	10/14/2003
GOLDEN ANTLER	Registered	1,684,812	4/28/1992
H2OPTIX	Registered	2,085,815	8/5/1997
HEMISPHERE	Registered	2,773,681	10/14/2003
HOLO SIGHT	Registered	2,006,681	10/8/1996
HYDRALON	Registered	2,615,815	9/3/2002
IMAGEVIEW	Registered	2,817,572	2/24/2002
INSTA-FOCUS	Registered	854,131	8/6/1968
INSTAVISION	Registered	1,692,695	6/9/1992
IQ OPTICS	Registered	2,795,755	12/16/2003
LEGACY	Registered	2,316,226	2/8/2000
LEGEND	Registered	2,911,993	12/21/2004
LUMINOVA	Registered	2,707,491	4/15/2003

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
MAGNIFY LIFE	Registered	2,938,086	4/5/2005
MERCURY	Registered	878,188	10/7/1969
MERCURY	Registered	1,668,345	12/17/1991
MULTI-X	Registered	936,064	6/20/1972
NATUREVIEW	Registered	1,843,540	7/5/1994
OFFSHORE	Registered	2,017,162	11/19/1996
ONIX	Pending	78/499899	10/14/2004
OPTI-CENTERED	Registered	1469706	12/22/1987
P3	Registered	2,836,374	4/27/2004
P3 POLARIZED	Registered	2,773,698	10/14/2003
PC-3	Registered	1,887,785	4/4/1995
PERMA FOCUS	Registered	1,534,085	4/11/1989
PERMAFOCUS	Registered	2,930,988	3/8/2005
POWERVIEW	Registered	1,775,779	6/8/1993
PROPOINT	Registered	1479435	3/8/1988
PROPOINT	Registered	1,524,303	2/14/1989
QUEST	Registered	2,782,922	11/11/2003
RAINGUARD	Registered	2,286,632	10/12/1999
RAINGUARD	Registered	3,227,308	4/10/2007
RUBICON	Registered	1,960,825	3/5/1996
S DESIGN	Registered	2,861,826	7/13/2004
S SERENGETI & DESIGN	Registered	2,710,924	4/29/2003
SAFETRACK	Pending	78/380385	3/8/2004
SAFETRACK	Pending	77/124856	3/7/2007
SANDSTONE	Registered	2,358,250	6/13/2000
SCOPECHIEF	Registered	2,314,358	2/1/2000
SCOPECHIEF & DESIGN	Registered	2,314,357	2/1/2000
SCOUT	Registered	3,039,840	1/10/2006
SERENGETI	Registered	2,547,568	3/12/2002
SERENGETI	Registered	1,251,022	9/13/1983
SERENGETI PRESCRIPTION EYEWEAR	Registered	2,516,438	12/11/2001
SIERRA	Registered	2,341,771	4/11/2000
SIERRA	Pending	77/117165	2/27/2007
SNAKES	Registered	2,927,737	2/22/2005
SOLAR-MATES	Registered	1,549,942	8/1/1989
SONOMA	Registered	1,920,782	9/19/1995
SPEEDSTER	Registered	2,854,449	6/15/2004
SPORT	Registered	2,852,202	6/8/2004
SPORTSMAN	Registered	2,664,064	12/17/2002
SPORTVIEW	Registered	1,666,562	12/3/1991
STARGUIDE	Registered	2,589,422	7/2/2002
TASCO	Registered	836,276	10/3/1967
TASCO	Registered	855,028	8/20/1968
TASCO	Registered	858,918	10/22/1968
TASCO	Registered	1,518,737	1/3/1989
TASCO	Registered	2,858,101	6/29/2004
TASCO PRONGHORN & DESIGN	Registered	1,773,494	5/25/1993

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
TASCO TITAN & DESIGN	Registered	1,650,663	7/16/1991
TASCO ZIP	Registered	1539143	5/16/1989
THE TASCO TIMES	Registered	1521781	1/24/1989
THE UNSEEN SCIENCE OF SERENGETI	Registered	2,808,627	1/27/2004
THERMOGRIP	Registered	2,369,154	7/18/2000
TOUR	Registered	2,786,395	11/25/2003
TROPHY	Registered	2,057,851	4/29/1997
TROPHY	Registered	865,312	2/25/1969
TROPHY	Registered	2,933,414	3/15/2005
TROPHY	Registered	1,967,247	4/9/1996
VERMILLON	Registered	2,218,144	9/22/1988
VIDEOSCOPE	Pending	78/966,094	9/1/2006
VOYAGER	Registered	2,226,780	2/23/1999
VOYAGER	Registered	2,846,531	5/25/2004
WORLD CLASS	Registered	2,745,474	8/5/2003
WORLD CLASS AMMUNITION	Registered	1964784	3/26/1996
XTR	Registered	3,127,957	8/8/2006
XTRA-WIDE & DESIGN	Registered	2,188,570	9/8/1998
YARDAGE PRO	Registered	2,118,357	12/2/1997
3-2-1-LOW LIGHT	Registered	2,656,962	12/3/2002
3-2-1-LOW LIGHT	Registered	2,656,962	12/3/2002
555NM	Registered	2,710,932	8/29/2003
COUNTRY CLUB	Registered	2076040	7/1/1997
POWER PLUS	Registered	1,490,912	6/7/1988
SEDONA	Registered	2,793,764	12/16/2003
SPECTRAL CONTROL	Registered	1,515,259	12/6/1988
STRATA	Registered	1,536,217	4/25/1989
SUNPETS	Registered	1,443,364	6/16/1987
SURF & CYCLE	Registered	1,560,651	10/17/1989

**Mike's Holdings Company
Michaels of Oregon Co.**

U.S. Trademark Applications and Registrations

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
9 & DESIGN	Registered	63,643	7/2/1907
BLIZZARD	Registered	2,997,906	9/20/2005
BORESNAKE	Registered	2,425,833	1/30/2001
BUTLER CREEK	Registered	2,995,302	9/13/2005
BUTLER CREEK	Registered	1,673,345	1/28/1992
CLAYKING	Registered	2,098,152	9/16/1997
COMFORT STRETCH	Registered	2,626,046	9/24/2002
DESIGN ONLY (RIDER & MOUNTAIN)	Registered	2,507,430	11/13/2001
DESIGN ONLY (RIDER & MOUNTAIN)	Registered	3,011,106	11/1/2005
DESIGNED THROUGH EXPERIENCE, FOCUSED ON PERFORMANCE	Registered	3,062,403	2/28/2006
GUNMATE	Registered	2,301,558	12/21/1999
GUNRUNNER	Registered	1,704,816	8/4/1992
HOPPE'S	Registered	2,197,160	10/20/1998
HOPPE'S	Registered	3,053,614	1/31/2006
HOPPE'S 9 (AND DESIGN)	Registered	2,190,436	9/22/1998
HOPPE'S 9 (AND DESIGN)	Registered	2,829,753	4/6/2004
HOPPE'S BENCH REST 9	Registered	2,258,433	7/6/1999
HOPPE'S ELITE	Registered	2,890,462	9/28/2004
HOT LEGS	Registered	2,416,487	12/26/2000
HOT LIPS	Registered	1,655,508	9/3/1991
HOT SHOT	Registered	1,165,464	8/18/1981
HUNT BETTER / SHOOT BETTER	Registered	2,858,313	6/29/2004
LIGHTNING LOADER	Registered	1,489,242	5/24/1988
MICHAELS	Registered	893,980	7/7/1970
MICHAELS OF OREGON CO.	Registered	3,001,554	9/27/2005
MICHAELS OF OREGON CO. UNCLE MIKE'S	Registered	1,482,288	3/29/1988
MIRAGE	Registered	2,120,971	12/16/1997
MIRAGE	Registered	2,219,277	1/19/1999
PRO-1	Registered	2,805,571	1/13/2004
PRO-2	Registered	2,854,535	6/15/2004
PRO-3	Registered	2,063,299	5/20/1997
PRO-4	Pending	76/486991	1/31/2003
PRO-PAK	Registered	2,168,875	6/30/1998
PROTECTO	Registered	2,138,786	2/24/1998
QD	Registered	1,141,729	11/25/1980

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
QUICK LOADER	Registered	1,490,105	5/31/1998
SIDEKICK	Registered	2,474,751	8/7/2001
SIDEKICK	Registered	1,324,375	3/12/1985
STAR CLIP	Registered	2,992,576	9/6/2005
STEEL LIPS	Registered	2,998,067	9/20/2005
SUPER SWIVEL	Registered	1,574,754	1/2/1990
SWIVELock	Registered	1,615,616	10/2/1990
THE GUN CARE PEOPLE	Registered	3,096,633	5/23/2003
THE WHOLE SHOOTIN' MATCH	Registered	2,860,614	7/6/2004
TRI-LOCK	Registered	2,784,736	11/18/2003
ULTRA	Registered	2,365,710	7/11/2000
UNCLE MIKE'S	Registered	874,972	8/19/1969
UNCLE MIKE'S	Registered	1,137,525	7/8/1980
UNCLE MIKE'S	Registered	2,997,904	9/20/2005
UNCLE MIKE'S	Registered	1,275,064	4/24/1984
UNCLE MIKE'S (AND DESIGN)	Registered	2,998,066	9/20/2005
UNCLE MIKE'S LAW ENFORCEMENT	Registered	2,873,843	8/17/2004
WORLD'S FASTEST GUN BORE	Registered	2,174,085	7/14/1998

Stoney Point Products, Inc.

U.S. Trademark Applications and Registrations

Trademark	Status	App. No./ Reg. No.	App. Date/ Reg. Date
CONVERTAPOD	Registered	2,624,889	2/8/2005
POLECAT	Registered	2,691,585	2/25/2003
STEADY-STIX	Registered	1,772,320	5/18/1993
STONE POINT	Registered	2,350,215	5/16/2000
STONE POINT	Registered	2,644,942	11/5/2002
STONE POINT (AND DESIGN)	Registered	2,637,925	10/22/2002
STONE POINT (AND DESIGN)	Registered	2,350,214	5/16/2000