

11-22-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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11.22.10

To the Director of the U S Patent a

Documents or the new address(es) below

1. Name of conveying party(ies):

M&I BUSINESS CREDIT, LLC

- Individual(s)
- General Partnership
- Corporation- State MINNESOTA, US
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) OCTOBER 9, 2009

- Assignment
- Security Agreement
- Other BILL OF SALE
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name OUTDOORS INSIGHT, INC

Internal _____

Address _____

Street Address: 34076 County Road 3

City Cross Lake

State MN

Country US

Zip 56442

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

B Trademark Registration No (s)

2,988,546

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

AQUA-VU

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Douglas L. Tschida

Internal Address Suite 202

Street Address 93 Little Canada Road West

City St. Paul

State MN

Zip 55117

Phone Number 651-488-8285

Fax Number 651-488-8305

Email Address dtschida@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account 12278810 KNGUYEN1 00000046 2988546

Authorized 11/22/2010

40.00 OP

9. Signature:

Signature

11/16/2010

Date

Douglas L. Tschida

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004405 FRAME: 0015

BILL OF SALE

In consideration of the sum of \$235,000.00, receipt of which is hereby acknowledged, M&I Business Credit, LLC ("Seller") does hereby grant, bargain, sell and transfer to Outdoors Insight Inc., its successors and assigns (collectively "Buyer"), all of its right, title and interest, to the personal property described in Exhibits A, B and C annexed hereto (the "Personal Property").

The Personal Property is in a used condition, having been repossessed by the Seller from Nature Vision, Inc. in the exercise of Seller's rights under a credit and security agreement. The Seller represents and warrants that the Seller has full power, right, and authority to convey its interest in the Personal Property to Buyer and is executing this Bill of Sale in connection with a private sale by a secured party of the Personal Property in accordance with Article Nine of the Uniform Commercial Code as in effect in Minnesota ("UCC"). Seller has a security interest in the Personal Property duly perfected by filing with the Minnesota Secretary of State, constituting a first priority security interest under Article Nine of the UCC. Seller has conducted this sale to Buyer in compliance with the UCC. The Seller is neither a manufacturer nor distributor of, nor dealer or merchant in, the Personal Property.

THE SELLER MAKES NO WARRANTY OF QUALITY, QUANTITY, CONDITION, VALUE, LOCATION OR MERCHANTABILITY IN RESPECT TO THE PERSONAL PROPERTY AND THE PERSONAL PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THE PROPERTY, THE BUYER AFFIRMS THAT IT HAS NOT RELIED ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE SELLER MAKES NO WARRANTY THAT THE PERSONAL PROPERTY IS MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PERSONAL PROPERTY ABOVE SET FORTH.

This is a final and exclusive expression of the agreement of the Seller and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By acceptance of delivery of the Personal Property, the Buyer acknowledges that the Buyer has either examined the Personal Property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination and assumes all risk of loss with respect to the Personal Property.

9 IN WITNESS WHEREOF, M&I Business Credit, LLC has executed this instrument on October 2009.

M&I BUSINESS CREDIT, LLC

By Mark J. Kpauk
Its Vice President

EXHIBIT A TO BILL OF SALE

PATENTS AND TRADEMARKS

Aqua-Vu Trademark Registration #2,888,546
Video Display/Cord Dispenser Patent #D529,884
Video Fish Camera Patent #D513,029
Underwater Viewing Camera Patent #D489,387
Viewing Monitor Patent #D488,826
Submersible Video Viewing System Patent #6,476,853
Submersible Video Viewing System Patent #6,282,761
Underwater Viewing Monitor Housing Patent #D439,689
Underwater Viewing Monitor Patent #D438,881
Underwater Viewing Monitor Housing Patent #D429,744
Submersible Video Viewing System Patent #6,097,424
I Ball Hitch Camera Patent Pending
Chair Shelter Patent #7,427,101

WEBSITE DOMAINS AND SOURCE CONTENT FILES

www.aquavvu.com
www.aquavvu.com
www.getfishtv.com
www.getfishtv.com
www.ballhitchcam.com
www.pakshack.com

INTELLECTUAL PROPERTY

To include all associated design and development files whether held in-house or with an outside vendor.

SERVICE INVENTORY AND SAMPLES

All service inventory, service-in-progress parts, and prototype samples associated with Fish TV, Aqua-Vu, and Pak Shack.

CUSTOMER LISTS

To include active customers who purchased Fish TV, Aqua-Vu, and Pak Shack products in the last 24-months.

OPEN ORDERS

To include copies of open orders placed by customers for Fish TV, Aqua-Vu, and Pak Shack products.

WARRANTY DATABASE

To include a list of customers registered in Nature Vision, Inc.'s customer warranty database and access to return authorizations issued in 2009 for Fish TV, Aqua-Vu, and Pak Shack products.

PRODUCTION EQUIPMENT

To include all production equipment listed in EXHIBIT B.

INVENTORY

To include all inventory listed in EXHIBIT C.