



EXHIBITS

Proceeding/Serial No: 91172981

Filed: 06-02-2008

Title: Applicant's Motion for Summary Judgment

Document contains catalog promotion.



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

J.L. Pennington

Opposer

V.

Gitzit Incorporated

Applicant

Opposition No: 911672981

Mark: GITZIT

Application No. 78/703563

APPLICANT'S MOTION FOR SUMMARY JUDGMENT

COMES NOW Applicant Gitzit Incorporated (Applicant), pursuant to Federal Rules of Civil Procedure 56, and hereby moves this Board for an Order granting summary judgment in Applicant's favor and dismissing this opposition on the grounds that no genuine issue of material fact exists to be tried in this case. Applicant's use of the mark from 1992 to date without interruption precedes Opposer's use and therefore, Applicant is entitled to judgment as a matter of law.



06-02-2008

STATEMENT OF FACTS

Applicant and its GIZIT Mark

Applicant has provided a full range of services under the mark GIZIT since May of 1992, and has customers in all fifty states.

Applicant seeks registration of the following mark:

Mark: **GIZIT**

Serial No.: 78/703563

Services: Fishing products including lures, wearing apparel and trade shows.

Applicant bases this Motion on the following documents, filed contemporaneously herewith; Memorandum of Law in Support of Applicant's Motion for Summary Judgment, Applicant's Statement of Undisputed Material Facts, the Declarations of Bret Christensen and Don Iovino and various writings, tax returns, letters from customers, brochures, price-lists etc. all documenting the use of the mark GIZIT throughout the years 1992 to present.

Brief

Applicant has been using the mark **GITZIT** since as early as May 1992, as evidenced by Applicant's Corporate formation (EXHIBIT A), which utilizes the mark as the company name as well as use of the mark as the name of a fishing lure as evidenced by various printed materials viz. 'Price Lists', 'Product Descriptions', and letters (EXHIBIT B). Opposer began using the same mark for a fishing lure in 2004, though there is a claim to have purchased the Mark from a predecessor, 'Canyon Lures', who had used it previously. Such use by 'Canyon Lures' was wrongful, non-continuous, subsequent to Applicant's use and without legal substantiation and thereby could not be legally transferred by purchase or by any other means. Canyon Lures claims its rights from An '**ASSIGNMENT of TRADENAME "GITZIT"**', dated October 27, 1990 (EXHIBIT C), ostensibly granting use of the Mark 'GITZIT' to the aforementioned predecessor. This alleged assignment specifically states *" to be used in any way he may find beneficial to his interests with the exception of any claim and or restriction that Bobby G. Garland may have upon the name"* and *"if no document be found, to this date, issued in opposition to this request, then this shall be the legal issuance which determines the right of the Assignee to put into use and keep in use the trade name "GITZIT".....* Such a restriction and document

Such a restriction and document did exist and was known to the drafter of the 'Assignment', Linda Garland. Said document being a 'Security Agreement' (EXHIBIT D), between Bobby & Linda Garland and Five County Association of Governments' dated September 30, 1988 and signed by all parties. Applicant, Christopher Hendershot, dba Gitzit, Inc., purchased this Security Agreement from Five Counties Association of Governments upon default by the Garlands, 'Assignment' (EXHIBIT D). The purchase was for the Garland's company, Bass 'N Man, and *all rights inherent therein, including Trademarks*. A '**Stipulated Judgment**' in the **Utah Fifth District Court confirmed Hendershot's purchase**. This Judgment was rendered May 22, 1992 (EXHIBIT E). Applicant, Gitzit, Inc has continuously used the mark GITZIT since that time. Applicant reasonably believes his **GITZIT** mark has reached customers through its sales and promotional materials in all 50 states as well as internationally.

Applicant has continuously used the mark 'GITZIT' since 1992 without interruption throughout the United States. Neither Opposer, nor his predecessor, used the mark until years later. Applicant claims the *Common Law* Trademark Rights from actual use of the mark 'GITZIT'. Consumers view the brand name as an indicator of the product's source. Applicant wishes now to federally register the mark.

Declarations of Bret Christensen and of Don Iovino are attached as Exhibit's 'F' and 'G' to further substantiate Applicant's claim. Both individuals were personally acquainted with the pertinent parties precipitating the events leading up to this dispute and were witnesses to many of the events relevant to this Motion. Also attached are exemplars in a chronology of the use of the GITZIT mark by Applicant identified as EXHIBIT 'B'.

MEMORANDUM OF LAW

Summary Judgment

Summary Judgment is appropriate for disposing of cases in which there are no genuine issues of material fact, thus allowing the case to be resolved as a matter of law. Fed. R. Civ. P. 56c. A party moving for summary judgment has the burden of demonstrating the absence of any genuine issue of material fact, and that it is entitled to judgment as a matter of law. *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548 (1986). The nonmoving party must be given the benefit of all reasonable doubt as to whether genuine issues of material fact exist, and the evidentiary record on summary judgment, and all inferences to be drawn from the undisputed facts, must be viewed in the light most favorable to the nonmoving party.

See Opryland USA, Inc. v. Great American Music Show, Inc., 970 F.2d 847 (Fed. Cir. 1992).

When the moving party's motion is supported by evidence sufficient to indicate that there is no genuine issue of material fact and that the moving party is entitled to judgment, the burden shifts to the nonmoving party to demonstrate the existence of specific genuinely disputed facts that must be resolved at trial. The nonmoving party may not rest on the mere allegations of its pleadings, but must designate specific portions of the record or produce additional evidence showing the existence of a genuine issue of material fact for trial. See *Copelands' Enterprises Inc. v. CNV Inc.*, 945 F.2d 1563 (Fed. Cir. 1991) (party's conclusory statement insufficient); *Corporate Document Services Inc. v. I.C.E.D. Management Inc.*, 48 USPQ2d 1477 (TTAB 1998).

A fact is material if it "may affect the decision, whereby the finding of that fact is relevant and necessary to the proceedings." *Opryland USA Inc.*, *supra* at 1472; see also *Institut National Des Appellations d'Origine v. Brown-Forman Corp.*, 47 USPQ2d 1875, 1879 (TTAB 1998) (fact is material when its resolution would affect the outcome of the case). However, a dispute over a fact that would not alter the Board's decision on the legal

issue will not prevent entry of summary judgment. *See Kellogg Co. v. Pack 'Em Enterprise Inc.*, 14 USPQ2d 1545 (TTAB 1990), *aff'd*, 951 F.2d 330 (Fed. Cir. 1991) (single *du Pont* factor of dissimilarity of marks outweighed all others such that other factors would not be material because they would not change the result).

There is Likelihood of Confusion

A likelihood of confusion determination is based on the Board's analysis of all of the probative facts in evidence relevant to the issue of likelihood of confusion (the *du Pont* factors). *See In re E.I. du Pont Nemours & Co.*, 476 F.2d 1357 (CCPA 1973); *Palm Bay Imports, Inc. v. Neune Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369 (Fed. Cir. 2005). "Not all of the factors may be relevant or of equal weight in a given case," and "any one of the factors may control a particular case." *In re Majestic Distilling Co. Inc.*, 315 F.3d 1311 (Fed. Cir. 2003), citing *In re*

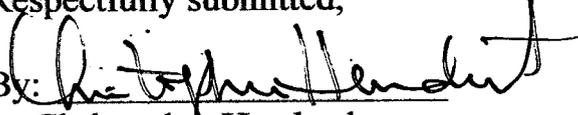
Dixie Restaurants Inc., 105 F.3d 1405 (Fed Cir. 1997). Thus the Board may focus on the factors it finds dispositive. See *Han Beauty Inc. v. Alberto-Culver Co.*, 236 F.3d 1333 (Fed. Cir. 2001).

Applicant's mask and Opposer's mark are not only identical but apply to the same product and further claim to have derived from the same source.

WHEREFORE, Applicant respectfully requests that the Board grant its Motion for Summary Judgment, grant its application and dismiss Opposer's claims in their entirety.

Dated May 30, 2008

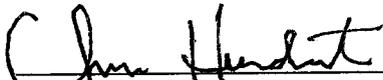
Respectfully submitted,

By: 

Christopher Hendershot
Pres. Gitzit, Inc.
P.O. Box 3039
St. George, UT 84771

CERTIFICATE OF COMPLIANCE

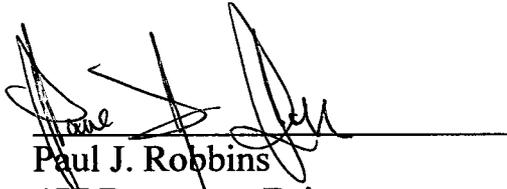
Pursuant to 37 CFR sect. 2.126(a), the undersigned hereby certifies that this filing complies with the type-volume limitations set forth , Applicant hereby states that this filing has been typed in Times New Roman 14 font.


CHRIS HENDERSHOT

St. George, UT 84770
Tel. (435)
Fax (435)
P.O. Box 3039
St. George, UT 84771

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Applicant's Motion for Summary Judgment was mailed Priority Mail, postage prepaid, to Peter K. Hahn, Esq., Luce, Forward, Hamilton & Scripps LLP, 600 West Broadway, Suite 2600, San Diego, CA 92101, Attorney for Opposer, this 30th day of May, 2008.

A handwritten signature in black ink, appearing to read "Paul J. Robbins", is written over a horizontal line. The signature is stylized and somewhat cursive.

Paul J. Robbins
477 Damascus Drive
St. George, UT 84790
Tel. (435)229-3133
Fax (435)628-4138

EXHIBIT 'A'

GITZIT CORPORATE FORMATION

STATE OF UTAH
DEPARTMENT OF COMMERCE

REGISTRATION

GITZIT, INC.

EFFECTIVE
05/18/1992

EXPIRATION
*RENEWAL

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

Corporation - Domestic - Profit
1170317-0142

CHRISTOPHER HENDERSHOT
GITZIT, INC.
853 REDROCK ROAD
Saint George UT 84770

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
REGISTRATION



EFFECTIVE DATE: 05/18/1992

EXPIRATION DATE: *RENEWAL

ISSUED TO: GITZIT, INC.

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

1170317-0142 - Corporation - Domestic - Profit

***RENEWAL**

You will need to renew your registration each anniversary date of the effective date.

Exceptions: DBAs and Business Trusts renew every three (3) years from the effective date.

EXHIBIT 'B'

GITZIT PRINTED MATERIALS

To order please call:

1-800-727-5873

Or check out our website:

www.gitzitinc.com

2008 Price List

Fat Gitzits(page 3)

	2.5"	3.5"	4.25"Jumbo
4pk+3hk	\$2.26	\$2.30	\$3.19
10pk	\$3.30	\$3.47	\$4.97
50 bag	\$15.98	\$16.79	\$21.69
100 bag	\$31.94	\$34.43	\$42.78
Bulk 1000	\$202.84	\$219.25	\$236.79
6" Super Tub 2pk with 2-1oz Heads	\$3.31		

Tournament Series (page 3)

	2.5"	3.5"
4pk+3hk	\$4.23	\$4.39
10pk	\$4.28	\$4.81
50 bag	\$18.86	\$20.86
100 bag	\$34.17	\$40.53
Bulk 1000	\$253.18	\$286.42

Baby Blue Eyes page 4)

3pk-1rigged/2bodies	\$2.26
5pk-Bodies only	\$1.28
5pk-Heads only	\$2.73

Small Fry page 4)

1 Rigged+2Bodies	\$3.01
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Bully (page 5)

1 Rigged+1Body	\$1.97
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Paddle Fry (page 4)

1 Rigged+ 2 Bodies	\$3.01
2pk-Heads Only	\$2.08
25pk-Bodies Only	\$5.45

Hard Time Minnow (page 5)

3.5"-2pk Rigged	\$3.01
2.5"-2pk Rigged	\$2.89
2"-4pk+2 Jig Heads	\$1.84

Helpless Size Crappie (page 5)

1 Rigged+ 2 Extra Tails	\$3.01
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Mother of All Minnow (2")

1 Rigged+ 2 Bodies	\$3.01
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Little Tough Guys-2pk (page 6)

1/16 oz Now Made with Pewter

1/16oz	\$2.20
1/8oz	\$2.10
1/4oz	\$2.10
Skirts Only(10pk)	\$1.45

Micro Little Tough Guys (page 6)

Now Made with Pewter

1/25oz	\$2.20
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Lil Crow (page 6)

1 Rigged+2 Bodies & 1 Extra Hook	\$2.85
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Spider Jigs (page 7)

<u>Spider</u>		<u>Double Tails</u>		<u>Spider Skirts</u>	
1/4oz/2pk	\$3.05	5pk	\$2.08	5pk	\$1.36
3/8oz/2pk	\$3.05	20 bag	\$4.14	20 bag	\$5.47
		50 bag	\$8.03		

3" G-Tail Grub (page 8)

20pk	\$5.09
50pk	\$11.12
Bulk-1000	\$109.43

4" G-Tail Worm (page 8)

20pk	\$5.09
50pk	\$11.12

7" G-Tail Worm (page 8)

20pk	\$6.00
50pk	\$12.45

SEE OTHER SIDE

To order please call:
1-800-727-5873

Gitzit Inc.

Retail Price List

Or check out our website:
www.gitzitinc.com

2007 Price List

Fat Gitzits(page 3)

	2.5"	3.5"	4.25"Jumbo
4pk+3hk	\$2.19	\$2.23	\$3.10
10pk	\$3.20	\$3.37	\$4.83
50 bag	\$15.51	\$16.74	\$21.63
100 bag	\$31.01	\$33.43	\$41.53
Bulk 1000	\$196.93	\$212.86	
6" Super Tub 2pk with 2-1oz Heads	\$3.21		

Tournament Series (page 3)

	2.5"	3.5"
4pk+3hk	\$4.11	\$4.26
10pk	\$4.16	\$4.67
50 bag	\$18.31	\$20.80
100 bag	\$33.17	\$39.35
Bulk 1000	\$245.54	\$278.09

Baby Blue Eyes page 4)

3pk-1rigged/2bodies	\$2.19
5pk-Bodies only	\$1.24
5pk-Heads only	\$2.65

Small Fry page 4)

1 Rigged+2Bodies	\$2.92
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Paddle Fry (page 4)

1 Rigged+ 2 Bodies	\$2.92
2pk-Heads Only	\$2.02
25pk-Bodies Only	\$5.29

Hard Time Minnow (page 5)

3.5"-2pk Rigged	\$2.92
2.5"-2pk Rigged	\$2.80
2"-4pk+2 Jig Heads	\$1.79

Helpless Size Crappie (page 5)

1 Rigged+ 2 Extra Tails	\$2.92
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Bully (page 5)

1 Rigged+1Body	\$1.91
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Little Tough Guys-2pk (page 6)

1/16oz	\$2.00
1/8oz	\$2.00
1/4oz	\$2.00
Skirts Only(10pk)	\$1.45

Micro Little Tough Guys (page 6)

1/25oz	\$2.00
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Lil Craw (page 6)

1 Rigged+2 Bodies & 1 Extra Hook	\$2.77
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Spider Jigs (page 7)

<u>Spider</u>		<u>Double Tails</u>		<u>Spider Skirts</u>	
1/4oz/2pk	\$2.96	5pk	\$1.32	5pk	\$2.02
3/8oz/2pk	\$2.96	20 bag	\$3.95	20 bag	\$7.80
		50 bag	\$5.31		

3" G-Tail Grub (page 8)

20pk	\$4.94
50pk	\$10.80
Bulk-1000	\$106.24

4" G-Tail Worm (page 8)

20pk	\$4.94
50pk	\$10.80

7" G-Tail Worm (page 8)

20pk	\$5.83
50pk	\$12.09

SEE OTHER SIDE

To order please call:
1-800-727-5873

Gitzit Inc.

Distributor Price List

2006 Price List

Fat Gitzits(page 3)

	2.5"	3.5"	4.25"Jumbo
4pk+3hk	\$1.01	\$1.09	\$1.52
10pk	\$1.44	\$1.70	\$2.37
50 bag	\$7.27	\$7.71	\$10.36
100 bag	\$13.59	\$14.64	\$20.14
Bulk 1000	\$122.04	\$132.65	
6" Super Tub 2pk with 2-1oz Heads			\$2.49

Tournament Series (page 3)

	2.5"	3.5"
4pk+3hk	\$1.96	\$2.13
10pk	\$2.02	\$2.24
50 bag	\$9.02	\$10.03
100 bag	\$16.90	\$19.11
Bulk 1000	\$185.90	\$210.58

Baby Blue Eyes page 4)

3pk-1rigged/2bodies	\$1.22
5pk-Bodies only	\$1.17
2pk-Heads only	\$1.30

Small Fry page 4)

1 Rigged+2Bodies	\$1.47
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Paddle Fry (page 4)

1 Rigged+ 2 Bodies	\$1.47
2pk-Heads Only	\$0.97
25pk-Bodies Only	\$2.50

Hard Time Minnow (page 5)

3.5"-2pk Rigged	\$0.97
2.5"-2pk Rigged	\$1.29
2"-4pk+2 Jig Heads	\$0.70

Helpless Size Crappie (page 5)

1 Rigged+ 2 Extra Tails	\$1.47
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Bully (page 5)

1 Rigged+1Body	\$1.79
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Little Tough Guys (page 6)

1/16oz	\$1.37
1/8oz	\$1.37
1/4oz	\$1.48
Skirts Only(10pk)	\$1.19

Micro Little Tough Guys (page 6)

1/25oz	\$1.34
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Lil Crow (page 6)

1 Rigged+2 Bodies & 1 Extra Hook	\$1.25
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Spider Jigs (page 7)

<u>Spider</u>		<u>Double Tails</u>		<u>Spider Skirts</u>	
1/4oz/2pk	\$1.61	5pk	\$0.79	5pk	\$0.97
3/8oz/2pk	\$1.61	20 bag	\$2.24	20 bag	\$3.64
		50 bag	\$5.36		

3" G-Tail Grub (page 8)

20pk	\$2.31
50pk	\$5.06
Bulk-1000	\$78.03

4" G-Tail Worm (page 8)

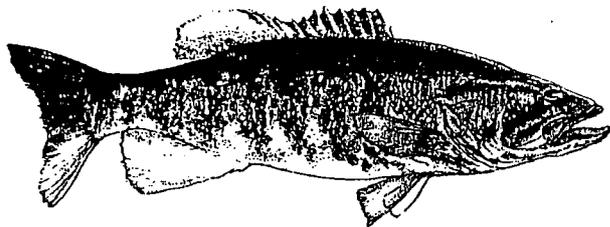
20pk	\$2.31
50pk	\$5.06

7" G-Tail Worm (page 8)

20pk	\$2.88
50pk	\$5.96

SEE OTHER SIDE

GITZIT™ INCORPORATED



Distributor Price List

2005 Price List

1-435-628-1011

To Place an Order Please Call

1-800-727-5873

Fax 1-435-628-5280

Terms to be agreed upon at time of Order:

A finance charge of 2% per month will be charged on all accounts overdue 30 days. Orders not approved by credit verification will be shipped C.O.D.

Returns: All Returns for Credit must be authorized. Authorization can be obtained by contacting GITZIT, Inc. at (435)-628-1011. An 18% restocking fee will be assessed on merchandise returned without authorization.

Refused Shipment: Shipping will be charged back to the company on all refused orders or added to the next invoice. Invoices refused after an extension has been given will be charged a repackaging fee.

Claims: GITZIT Inc., must be notified of any claims, shortages, or over charges within 10 days of receipt of your order, or claims will not be credited to your account. A credit memo will be placed in your file and it is the responsibility of the AP clerk to notify Gitzit when the credit will be used.

Shipping / Handling Charges: GITZIT Inc., will pay all shipping charges within the United States for orders of \$750 or more. (Shipments to U.S. Border)

Delinquent Accounts: The Purchaser agrees to pay all attorney and collection fees GITZIT Inc. May incur on past due accounts.

Acknowledgment: I acknowledge having read shipping , credit terms and Gitzit's policy towards delinquent accounts. Acknowledged By _____

Company Name _____ Position _____ Date _____

GITZIT™ INCORPORATED

667 Redrock Rd.

P.O. Box 3039

St. George, UT 84771

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has timely filed Form 2553 to elect to be an S corporation.
▶ See separate instructions.

2004

For calendar year 2004, or tax year beginning and ending

A Effective date of S election 1/1/2001	Use IRS label. Otherwise, print or type.	Name GITZIT, INC.	C Employer identification number [REDACTED]
B Business code number (see pages 36-38 of the Insts.) 339900		Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) PO BOX 3039	D Date incorporated 5/6/1992
		City or town State ZIP code ST. GEORGE UT 84771	E Total assets (see page 12 of instructions) \$ 98,303

F Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

G Enter number of shareholders in the corporation at end of the tax year ▶ 1

Caution: Include **only** trade or business income and expenses on lines 1a through 21. See page 13 of the instructions for more information.

Income	1 a Gross receipts or sales	755,309	b Less returns and allowances	1,252	c Bal ▶	1c	754,057
	2 Cost of goods sold (Schedule A, line 8)					2	390,103
	3 Gross profit. Subtract line 2 from line 1c					3	363,954
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)					4	0
	5 Other income (loss) (attach schedule)					5	10
	6 Total income (loss). Add lines 3 through 5					6	363,964
Deductions <small>(see page 14 of the instructions for limitations)</small>	7 Compensation of officers					7	25,492
	8 Salaries and wages (less employment credits)					8	113,106
	9 Repairs and maintenance					9	1,088
	10 Bad debts					10	0
	11 Rents					11	18,166
	12 Taxes and licenses					12	32,100
	13 Interest					13	9,786
	14 a Depreciation (attach Form 4562)		14a	3,242			
	b Depreciation claimed on Schedule A and elsewhere on return		14b	0			
	c Subtract line 14b from line 14a					14c	3,242
	15 Depletion (Do not deduct oil and gas depletion.)					15	0
	16 Advertising					16	7,583
	17 Pension, profit-sharing, etc., plans					17	0
	18 Employee benefit programs					18	0
	19 Other deductions (attach schedule)					19	122,279
20 Total deductions. Add the amounts shown in the far right column for lines 7 through 19					20	332,842	
21 Ordinary business income (loss). Subtract line 20 from line 6					21	31,122	
Tax and Payments	22 Tax: a Excess net passive income tax (attach schedule)		22a	0			
	b Tax from Schedule D (Form 1120S)		22b	0			
	c Add lines 22a and 22b (see page 18 of the instructions for additional taxes)					22c	0
	23 Payments: a 2004 estimated tax payments and amount applied from 2003 return		23a	0			
	b Tax deposited with Form 7004		23b	0			
	c Credit for Federal tax paid on fuels (attach Form 4136)		23c	0			
	d Add lines 23a through 23c					23d	0
	24 Estimated tax penalty (See page 18 of instructions). Check if Form 2220 is attached. ▶ <input type="checkbox"/>					24	0
25 Tax due. If line 23d is smaller than the total of lines 22c and 24, enter amount owed					25	0	
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26	0	
27 Enter amount of line 26 you want: Credited to 2005 estimated tax ▶ 0 Refunded ▶					27	0	

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: _____ Date: _____ Title: **PRESIDENT**

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	4/7/2005	<input checked="" type="checkbox"/>	528-68-8149
	TAX ACCOUNTING OFFICE INC 90 S 1250 W ST GEORGE	State	EIN	ZIP code
		UT	[REDACTED]	84770

U.S. Income Tax Return for an S Corporation

2003

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has timely filed
Form 2553 to elect to be an S corporation.
▶ See separate instructions.

For calendar year 2003, or tax year beginning _____ and ending _____

A Effective date of election as an S corporation 1/1/2001	Use IRS label. Otherwise, print or type.	Name GITZIT, INC.			C Employer identification number [REDACTED]
		Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) PO BOX 3039			D Date incorporated 5/6/1992
B Business code number (see pages 31-33 of the Insts.) 339900		City or town	State	ZIP code	E Total assets (see page 12 of instructions) \$ 292,800
		ST. GEORGE	UT	84771	

F Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

G Enter number of shareholders in the corporation at end of the tax year ▶ 1

Caution: Include **only** trade or business income and expenses on lines 1a through 21. See page 12 of the instructions for more information.

Income	1 a Gross receipts or sales	1,018,215	b Less returns and allowances	0	c Bal ▶	1c	1,018,215
	2 Cost of goods sold (Schedule A, line 8)					2	785,045
	3 Gross profit. Subtract line 2 from line 1c					3	233,170
	4 Net gain (loss) from Form 4797, Part II, line 18 (attach Form 4797)					4	0
	5 Other income (loss) (attach schedule)					5	0
	6 Total income (loss). Add lines 3 through 5					6	233,170
Deductions (see page 13 of the instructions for limitations)	7 Compensation of officers					7	30,000
	8 Salaries and wages (less employment credits)					8	0
	9 Repairs and maintenance					9	1,991
	10 Bad debts					10	0
	11 Rents					11	366
	12 Taxes and licenses					12	32,274
	13 Interest					13	19,036
	14 a Depreciation (attach Form 4562)		10,505	14a			
	b Depreciation claimed on Schedule A and elsewhere on return		0	14b			
	c Subtract line 14b from line 14a					14c	10,505
	15 Depletion (Do not deduct oil and gas depletion.)					15	0
	16 Advertising					16	0
	17 Pension, profit-sharing, etc., plans					17	0
18 Employee benefit programs					18	0	
19 Other deductions (attach schedule)					19	68,008	
20 Total deductions. Add the amounts shown in the far right column for lines 7 through 19					20	162,180	
21 Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6					21	70,990	
Tax and Payments	22 a Tax: a Excess net passive income tax (attach schedule)		0	22a			
	b Tax from Schedule D (Form 1120S)		0	22b			
	c Add lines 22a and 22b (see page 17 of the instructions for additional taxes)					22c	0
	23 a Payments: a 2003 estimated tax payments and amount applied from 2002 return		0	23a			
	b Tax deposited with Form 7004		0	23b			
	c Credit for Federal tax paid on fuels (attach Form 4136)		0	23c			
	d Add lines 23a through 23c					23d	0
	24 Estimated tax penalty (See page 17 of instructions). Check if Form 2220 is attached					24	0
	25 Tax due. If line 23d is smaller than the total of lines 22c and 24, enter amount owed					25	0
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26	0
27 Enter amount of line 26 you want: Credited to 2004 estimated tax		0	Refunded		27	0	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____ Title **PRESIDENT**

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	8/7/2004	<input checked="" type="checkbox"/>	[REDACTED]
	TAX ACCOUNTING OFFICE INC	EIN		
	90 S 1250 W	Phone no.		
	ST GEORGE	State	UT	ZIP code 84770

Department of the Treasury
Internal Revenue Service

Do not file this form unless the corporation has timely filed
Form 2553 to elect to be an S corporation.
See separate instructions.

2002

For calendar year 2002, or tax year beginning and ending

A Effective date of election as an S corporation 1/1/2001	Use IRS label. Otherwise, print or type.	Name GITZIT, INC.			C Employer identification no. [REDACTED]
B Business code no. (see pages 29-31) 339900		Number, street, and room or suite no. (If a P.O. box, see page 11 of the instructions.) PO BOX 3039			D Date incorporated 5/6/1992
		City or town ST. GEORGE	State UT	ZIP code 84771	E Total assets (see page 11) \$ 292,705

F Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

G Enter number of shareholders in the corporation at end of the tax year 1

Caution: Include ONLY trade or business income and expenses on lines 1a through 21. See page 11 of the instructions for more information.

Income	1 a Gross receipts or sales	630,014	b Less returns and allowances		c Bal	1c	630,014
	2 Cost of goods sold (Schedule A, line 8)					2	346,213
	3 Gross profit. Subtract line 2 from line 1c					3	283,801
	4 Net gain (loss) from Form 4797, Part II, line 18 (attach Form 4797)					4	
	5 Other income (loss) (attach schedule)					5	
	6 TOTAL INCOME (LOSS). Combine lines 3 through 5					6	283,801
Deductions (see page 12 of the instructions for limitations)	7 Compensation of officers					7	28,993
	8 Salaries and wages (less employment credits)					8	
	9 Repairs and maintenance					9	2,561
	10 Bad debts					10	
	11 Rents					11	11,724
	12 Taxes and licenses					12	721
	13 Interest					13	31,433
	14 a Depreciation (if required, attach Form 4562)		14,555	14a	14,555		
	b Depreciation claimed on Schedule A and elsewhere on return			14b			
	c Subtract line 14b from line 14a					14c	14,555
	15 Depletion (DO NOT DEDUCT OIL AND GAS DEPLETION.)					15	
	16 Advertising					16	8,246
	17 Pension, profit-sharing, etc., plans					17	
	18 Employee benefit programs					18	
19 Other deductions (attach schedule)					19	114,934	
20 TOTAL DEDUCTIONS. Add the amounts shown in the far right column for lines 7 through 19					20	213,167	
21 Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6					21	70,634	
Tax and Payments	22 TAX: a Excess net passive income tax (attach schedule)			22a			
	b Tax from Schedule D (Form 1120S)			22b			
	c Add lines 22a and 22b (see page 16 of the instructions for additional taxes)					22c	
	23 PAYMENTS: a 2002 estimated tax payments and amount applied from 2001 return			23a			
	b Tax deposited with Form 7004			23b			
	c Credit for Federal tax paid on fuels (attach Form 4136)			23c			
	d Add lines 23a through 23c					23d	
	24 Estimated tax penalty. Check if Form 2220 is attached <input type="checkbox"/>					24	
25 TAX DUE. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See page 4 of the instructions for depository method of payment					25		
26 OVERPAYMENT. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26		
27 Enter amount of line 26 you want: CREDITED TO 2003 ESTIMATED TAX <input type="checkbox"/> REFUNDED <input type="checkbox"/>					27		

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____ **PRESIDENT** Title

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	8/9/2003	<input checked="" type="checkbox"/>	[REDACTED]
TAX ACCOUNTING OFFICE INC 1732 WEST 540 NORTH, #5 ST GEORGE	State	EIN	Phone no.
UT	UT	[REDACTED]	435-628-1887
		ZIP code	84770

SPORTS WAREHOUSE, INC.
dba SPORTSMAN'S WAREHOUSE

P.O. BOX 65128
South Salt Lake, Utah 84165-0128
(801)972-4822

WELLS FARGO BANK MONTANA, N.A.
404 West Broadway
Lewistown, MT 59457

93-516/929

124894

No.

124894

*FOUR HUNDRED TWENTY-EIGHT AND 45 / 100

DATE
04/30/2001

CHECK AMOUNT
*****428.45*

PAY TO THE ORDER OF
GITZIT INC
PO BOX 3039
ST GEORGE, UT 84771

00-GIT001



THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 124894 ⑈ ⑆ 0929051681 ⑆ 4990012075 ⑈

DATE	INVOICE NO	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
04/19/2001	450	MDSE MIDVALE	437.06	8.61	428.45

CHECK:	124894	04/30/2001	GITZIT INC	CHECK TOTAL:	428.45
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Safeguard FEDERAL SAVINGS SYSTEM CORPORATION (1999)

GITZIT INC.
 853 REDROCK ROAD
 P.O. BOX 3039
 ST. GEORGE, UT 84770
 U.S.A.
 Voice: 435-628-1011
 Fax: 435-628-5280

Invoice

Invoice Number:

450

Invoice Date:

Apr 19, 2001

Page:

1

Sold To:

SPORTSMAN'S WAREHOUSE
 P.O. BOX 65128
 SO. SALT LAKE, UT 84165-0128

Ship to:

SPORTSMAN'S WAREHOUSE #1
 7035 S. 185 W.
 MIDVALE, UT 84047

Customer ID	Customer PO	Payment Terms	
SPOUT	119062	2% 10, Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground	4/19/01	5/19/01

Quantity	Item	Description	Unit Price	Extension
60.00	1616	LITTLE TOUGH GUY RIGGED3 PER PACK 1/16 OZ .LEAD HEAD 12 OF COLORS # 1 2 3 4 5	1.28	76.80
12.00	1816	MARABOU LTG 1/16 2 PK 12/#3	1.20	14.40
60.00	1614	LITTLE TOUGH GUY RIGGED 2 PER PACK 1/4 OZ .LEAD HEAD 12 OF COLORS # 1 2 3 4 5	1.38	82.80
12.00	1814	MARABOU LTG 1/4 2 PK 12/#4	1.28	15.36
36.00	1618	LITTLE TOUGH GUY RIGGED 3 PER PACK 1/8 OZ .LEAD HEAD 12 OF COLORS # 1 4 6	1.28	46.08
36.00	1818	MARABOU LTG 1/8 2 PK 12 OF COLORS # 1 4 6	1.20	43.20
12.00	81307	2.5 IN HARD TIME MINNOW 2 PACK RIGGED WITH 1/16 OZ PAINTED HEAD COLOR 307 TROUT	1.18	14.16
12.00	83101	3.5 IN BABY BLUE EYES 3/8 OZ LIFE LIKE HEAD WITH SILICONE WHISKERS AND BLUE EYES 1 RIGGED 2 BODIES COLOR 101 DUSTY CAT	1.10	13.20

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
Total Invoice Amount	Continued
Payment Received	
TOTAL	Continued

Check No:

FINANCE CHARGES WILL BE APPLIED TO ALL OVER DUE ACCOUNTS.

Form **1120** Department of the Treasury Internal Revenue Service **U.S. Corporation Income Tax Return 2000**

Instructions are separate. See instructions for Paperwork Reduction Act Notice.

IRS use only — Do not write or staple in this space.

For calendar year 2000 or tax year beginning , 2000, ending , 20 OMB No. 1545-0123

A Check if a: 1 Consolidated return (attach Form 851) <input type="checkbox"/> 2 Personal holding company (attach Schedule PH) <input type="checkbox"/> 3 Personal service corp (as defined in Temp Regs Section 1.441-4T — see instructions) <input type="checkbox"/>	Use IRS label. Otherwise, please print or type.	Name GITZIT, INC.		B Employer Identification Number [REDACTED]	
		Number, Street, and Room or Suite Number (If a P.O. box, see instructions.) PO BOX 3039			C Date Incorporated 05/06/92
		City or Town ST. GEORGE	State UT	ZIP Code 84771	D Total Assets (see instructions)

E Check applicable boxes: (1) Initial return (2) Final return (3) Change of address \$ 131,171.

INCOME	1 a Gross receipts or sales	823,689.	b Less returns & allowances		c Balance	1c	823,689.
	2 Cost of goods sold (Schedule A, line 8)					2	563,884.
	3 Gross profit. Subtract line 2 from line 1c					3	259,805.
	4 Dividends (Schedule C, line 19)					4	
	5 Interest					5	
	6 Gross rents					6	
	7 Gross royalties					7	
	8 Capital gain net income (attach Schedule D (Form 1120))					8	
	9 Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)					9	
	10 Other income (see instructions — attach schedule)					10	
	11 Total income. Add lines 3 through 10					11	259,805.
DEDUCTIONS	12 Compensation of officers (Schedule E, line 4)					12	39,000.
	13 Salaries and wages (less employment credits)					13	
	14 Repairs and maintenance					14	3,278.
	15 Bad debts					15	5,666.
	16 Rents					16	10,128.
	17 Taxes and licenses					17	1,274.
	18 Interest					18	17,119.
	19 Charitable contributions (see instructions for 10% limitation)					19	
	20 Depreciation (attach Form 4562)		20	28,603.			
	21 Less depreciation claimed on Schedule A and elsewhere on return		21 a			21 b	28,603.
	22 Depletion					22	
	23 Advertising					23	5,588.
	24 Pension, profit-sharing, etc, plans					24	
	25 Employee benefit programs					25	
	26 Other deductions (attach schedule) . See Other Deductions Statement					26	94,064.
	27 Total deductions. Add lines 12 through 26					27	204,720.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11					28	55,085.
	29 Less: a Net operating loss (NOL) deduction (see instructions)		29 a	47,599.			
	b Special deductions (Schedule C, line 20)		29 b			29 c	47,599.
TAX AND PAYMENTS	30 Taxable income. Subtract line 29c from line 28					30	7,486.
	31 Total tax (Schedule J, line 11)					31	1,123.
	32 Payments: a 1999 overpayment credited to 2000	32 a					
	b 2000 estimated tax payments	32 b					
	c Less 2000 refund applied for on Form 4466	32 c					
	d Bal	32 d					
	e Tax deposited with Form 7004	32 e					
	f Credit for tax paid on undistributed capital gains (attach Form 2439)	32 f					
g Credit for federal tax on fuels (attach Form 4136). See instructions	32 g				32 h		
33 Estimated tax penalty (see instructions). Check if Form 2220 is attached					33	60.	
34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed					34	1,183.	
35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid					35		
36 Enter amount of line 35 you want: Credited to 2001 estimated tax Refunded					36		

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of Officer: [REDACTED] Date: 03/15/01 Title: PRESIDENT

Paid Preparer's Use Only

Preparer's Signature: [REDACTED] Date: 03/15/01 Check if self-employed: Preparer's SSN or PTIN: [REDACTED]

Firm's Name (or yours if self-employed), Address, and ZIP Code: W. David Perkins, 1732 West 540 North, #5, St. George, UT 84770

EIN: 88-0350756 Phone No.: (435) 628-1887

Form **1120** Department of the Treasury Internal Revenue Service **U.S. Corporation Income Tax Return 1999**

▶ Instructions are separate. See instructions for Paperwork Reduction Act Notice.

IRS use only — Do not write or staple in this space.

For calendar year 1999 or tax year beginning **1999**, ending **1999**, OMB No. 1545-0123

A Check if a:		Name GITZIT, INC.	B Employer Identification Number [REDACTED]
1 Consolidated return (attach Form 851) <input type="checkbox"/>	Use IRS label. Otherwise, please print or type.	Number, Street, and Room or Suite Number (if a P.O. box, see instructions.) PO BOX 3039	C Date incorporated 05/06/92
2 Personal holding company (attach Schedule PH) <input type="checkbox"/>		City or Town State ZIP Code ST. GEORGE UT 84771	D Total Assets (see instructions)
3 Personal service corp (as defined in Temp Regs Section 1.441-4T — see instructions) <input type="checkbox"/>			
E Check applicable boxes: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Change of address			\$ 109,218.

I N C O M E	1 a Gross receipts or sales	823,847.	b Less returns & allowances		c Balance	1 c	823,847.
	2 Cost of goods sold (Schedule A, line 8)					2	619,858.
	3 Gross profit. Subtract line 2 from line 1c					3	203,989.
	4 Dividends (Schedule C, line 19)					4	
	5 Interest					5	
	6 Gross rents					6	
	7 Gross royalties					7	
	8 Capital gain net income (attach Schedule D (Form 1120))					8	
	9 Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)					9	
	10 Other income (see instructions — attach schedule)					10	
	11 Total income. Add lines 3 through 10					11	203,989.
D E D U C T I O N S S E E I N S T R U C T I O N S	12 Compensation of officers (Schedule E, line 4)					12	52,691.
	13 Salaries and wages (less employment credits)					13	
	14 Repairs and maintenance					14	580.
	15 Bad debts					15	2,400.
	16 Rents					16	9,660.
	17 Taxes and licenses					17	
	18 Interest					18	11,711.
	19 Charitable contributions (see instructions for 10% limitation)					19	
	20 Depreciation (attach Form 4562)			20	12,029.		
	21 Less depreciation claimed on Schedule A and elsewhere on return			21 a		21 b	12,029.
	22 Depletion					22	
	23 Advertising					23	1,665.
	24 Pension, profit-sharing, etc, plans					24	
	25 Employee benefit programs					25	
26 Other deductions (attach schedule) . See Other Deductions Statement					26	141,782.	
27 Total deductions. Add lines 12 through 26					27	232,518.	
28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11					28	-28,529.	
29 Less:	a Net operating loss (NOL) deduction (see instructions)		29 a			29 c	
	b Special deductions (Schedule C, line 20)		29 b				
30 Taxable income. Subtract line 29c from line 28					30	-28,529.	
31 Total tax (Schedule J, line 12)					31		
T A X A N D P A Y M E N T S	32 Payments:	a 1998 overpayment credited to 1999	32 a				
		b 1999 estimated tax payments	32 b				
	c Less 1999 refund applied for on Form 4466	32 c			d Bal	32 d	
	e Tax deposited with Form 7004				32 e		
	f Credit for tax paid on undistributed capital gains (attach Form 2439)				32 f		
	g Credit for federal tax on fuels (attach Form 4136). See instructions				32 g		
	32 h						
33 Estimated tax penalty (see instructions). Check if Form 2220 is attached					33		
34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed					34		
35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid					35		
36 Enter amount of line 35 you want: Credited to 2000 estimated tax					36	Refunded	

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
	Signature of Officer	Date	Title
Paid Preparer's Use Only	Preparer's Signature	Date	Preparer's SSN or PTIN
	Firm's Name (or yours if self-employed) and Address	DAVID PERKINS 80 N. STONE MOUNTAIN DRIVE SAINT GEORGE UT	[REDACTED]
		UT	EIN
			ZIP Code
			84770

Gitzit Kits

2 1/2 inch or 3 1/2 inch

FAT GITZIT POCKET PAC

25 Gitzits in
assorted colors
plus

Ten 1/8 oz. Gitzits
Heads

\$5.98

60 MINI JIG POCKET PACK

50 assorted
1 1/2 inch Mini Jigs
plus

10 assorted Leade
Hooks

\$2.99

33 PIECE HARD TIME MINNOW POCKET PACK

25 assorted HTM plus
8 Leaded Hooks

\$3.99



Gitzit Hat

Khaki with Teal Brim
Gitzit in Red and Inc. in Blue
Best Quality

\$8.50

Sweatshirt

Heavy Weight Cotton & Poly
Off White
Order L, XL & XXL

\$24.00



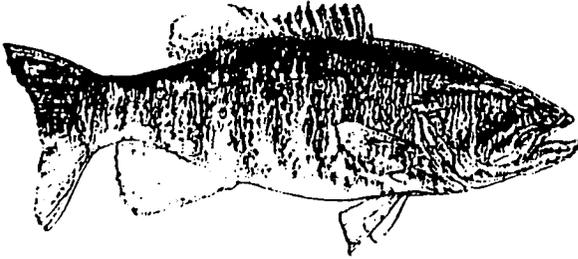
T-Shirts

Heavy Weight 50/50
White only
Order L, XL & XXL

\$10.00



GITZIT™ INCORPORATED



1998 PRICE LIST

1-801-628-1011
For Orders Only
1-800-727-5873
FAX 1-801-628-5280

*Please make checks payable to:
Gitzit Inc. and enclose \$5.00
for Shipping & Handling.
On larger orders UPS Shipping
charges will be added to invoice
& a \$1 Handling charge.*

TERMS:

PAYMENT TERMS: 2% 10 days from deliver, net 30. A Finance Charge of 2% per month will be charged on all accounts over 30 days. All orders not on Approved Credit will be shipped C.O.D.

RETURNS: All returns for Credit must be authorized. Authorization can be obtained by contacting Gitzit, Inc. at (801) 628-1011. All unauthorized returns will be refused. An 18% restocking charge will be assessed on all merchandise returned.

REFUSED SHIPMENT: Shipping will be charged back to the company on all refused orders or added to the next invoice.

CLAIMS: Gitzit, Inc. must be notified of any claims, shortages or over charges etc. within 5 days of receipt of your order or claims will not be credited.

GITZIT™
INCORPORATED

BASS'N MAN®

P.O. Box 3039

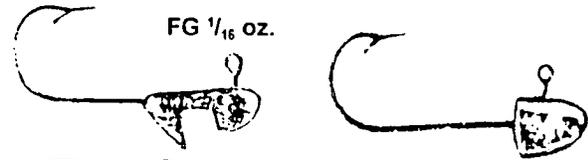
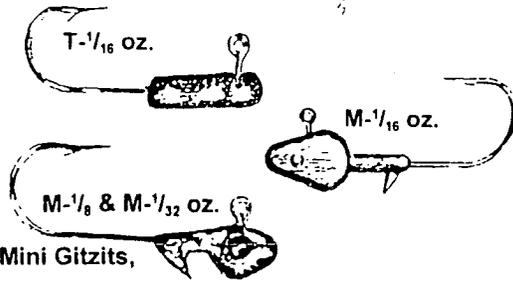
St. George, UT 84771

1998 Retail Price List

Mini

Designed for 1½", 2" and 3" Mini Gitzits, and Hard Time Minnows.

Hooks	#/Weight	6 Pack	50 Bag
#6	M-1/32 oz.	\$1.10	\$8.72
#4	M-1/16 oz.	\$1.10	\$8.72
#1	M-1/8 oz.	\$1.10	\$8.72
#4	T-1/16 oz.	\$1.10	\$8.72



Fat Gitzit

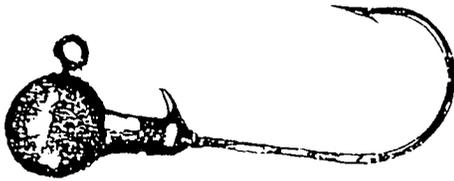
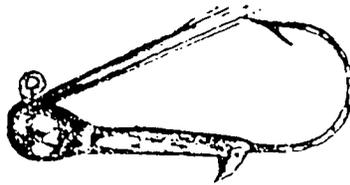
Designed for life-like fall when fishing.

Hooks	#/Weight	PK	Bag Size
#2/0	FG-1/16 oz.	5 bag \$1.21	60 bag \$12.84
#2/0	FG-1/8 oz.	5 bag \$1.21	60 bag \$12.84
#2/0	FG-1/4 oz.	4 bag \$1.21	60 bag \$12.84
#3/0	FG-3/8 oz.	4 bag \$1.21	50 bag \$12.84
#4/0	FG-1/2 oz.	4 bag \$1.21	50 bag \$12.84

Weed Fiber Guard

For Spider & Baby Spider

Hooks	#/Weight	4 Pack
#2/0	WBS-1/8 oz.	\$2.10
#5/0	WBS-1/4 oz.	\$2.10



Ball Head

Painted ball heads with painted eye. All sizes. Painted by Powder Coating Method, will not chip. State Black, White, Chartreuse or Red. All ball head, painted or unpainted are constructed with Wright Mcgill style 570 2/0 hooks.

Hooks	#/Weight	Order #	6 Pack	50 Pack
#2/0	BH-1/16 oz.	74116	99¢	\$7.50
#2/0	BH-1/8 oz.	74018	99¢	\$7.50
#2/0	BH-1/4 oz.	74014	99¢	\$7.50

1/16 oz. Painted eye, 6 Pack 1/16 oz. Painted eye, 50 Pk

Color	Order #	Price	Order #	Price
Black	74216	\$1.37	33216	\$10.69
White	74316	\$1.37	33316	\$10.69
Chartr.	74416	\$1.37	33416	\$10.69
Red	74516	\$1.37	33516	\$10.69

1/8 oz. Painted eye, 6 Pack 1/8 oz. Painted eye, 50 Pk

Color	Order #	Price	Order #	Price
Black	74218	\$1.37	33218	\$10.69
White	74318	\$1.37	33318	\$10.69
Chartr.	74418	\$1.37	33418	\$10.69
Red	74518	\$1.37	33518	\$10.69

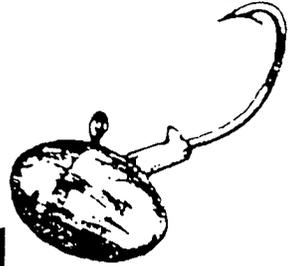
1/4 oz. Painted eye, 6 Pack 1/4 oz. Painted eye, 50 Pk

Color	Order #	Price	Order #	Price
Black	74214	\$1.37	33214	\$10.69
White	74314	\$1.37	33314	\$10.69
Chartr.	74414	\$1.37	33414	\$10.69
Red	74514	\$1.37	33514	\$10.69

Football

Redesigned for Spider Jigs with Longer Collar Heavier Eagle Claw style 630 Lazer Hook

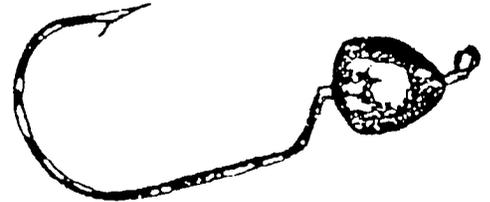
Hooks	#/Weight	4 Pack	50 Bag
570 2/0	FB-1/8 oz.	\$1.14	\$12.50
630 1/0	FB-1/4 oz.	\$1.14	\$12.50
630 1/0	FB-3/8 oz.	\$1.14	\$12.50
630 1/0	FB-1/2 oz.	\$1.14	\$12.50



Texas Rigger Lead

(WEEDLESS) Designed for Gitzits, worms & grubs.

Hooks	#/Weight	6 PK	50 Bag
#4/0	TR-1/16 oz.	\$1.59	\$11.90
#4/0	TR-1/8 oz.	\$1.59	\$11.90
#4/0	TR-1/16 oz.	\$1.59	\$11.90
#4/0	TR-1/4 oz.	\$1.59	\$11.90

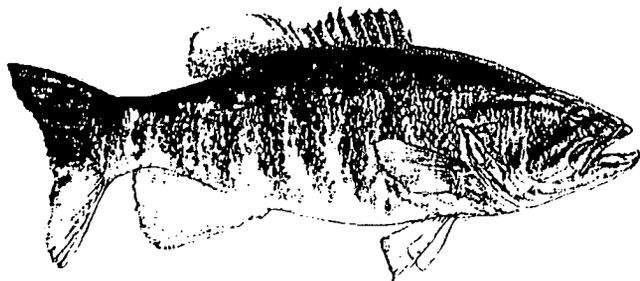


Stand Up

Designed for Spider Jigs

Hooks	#/Weight	4 Pack	50 Bag
#2/0	SP-1/4 oz.	\$1.37	\$14.49
#4/0	SP-3/8 oz.	\$1.37	\$14.49

GITZIT™ INCORPORATED



Bass'N Man Lures

1997 PRICE LIST

1-801-628-1011
For Orders Only
1-800-727-5873
FAX 1-801-628-5280

TERMS:

PAYMENT TERMS: 2% 10 days from deliver, net 30. A Finance Charge of 2% per month will be charged on all accounts over 30 days. All orders not on Approved Credit will be shipped C.O.D.

RETURNS: All returns for Credit must be authorized. Authorization can be obtained by contacting Gitzit, Inc. at (801) 628-1011. All unauthorized returns will be refused. An 18% restocking charge will be assessed on all merchandise returned.

REFUSED SHIPMENT: Shipping will be charged back to the company on all refused orders or added to the next invoice.

CLAIMS: Gitzit, Inc. must be notified of any claims, shortages or over charges etc. within 5 days of receipt of your order or claims will not be credited.

GITZIT™
INCORPORATED
BASS'N MAN®
P.O. Box 3039
St. George, UT 84771

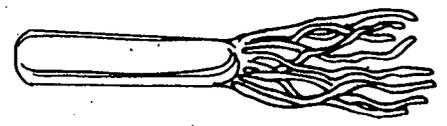
I HOPE
READ
DIST. YOU CAN
THE PRICES

4 PACK 93¢ 3 PK RIGGED 93¢

Fat Gitzits

2 1/2" (2FG), 3 1/2" Fat Gitzit (FG), 4 1/4" Jumbo Gitzit (JFG).
 1/16" - 1/8" head available in 4 pk w/ (2) 1/8 oz. & 1/16 oz.

BULK PRICE: \$110.00 per 1,000
 Min. order - 1,000 of the same color



ORDER # (Use When Ordering)	2FG 2 1/2" Gitzit	FG 3 1/2" Fat Gitzit	JFG 4 1/4" Jumbo Gitzit
4 PK + 3 Gitzit Hooks	.80	.93	1.29
10 PK	1.20	1.28	2.07
50 PK	6.15	6.19	8.81
100 PK	11.49	12.38	17.00

ORDER #	AVAILABLE COLORS	ORDER #	AVAILABLE COLORS
FG-128	Smoke w/Purple Copper Flake	FG-295	June Bug Salt & Pepper
FG-136	Olive/Smoke Red Sparkle Tail	FG-300	Brown Crawfish W/Green Sparkle
FG-160	Motor oil/Red Sparkle	FG-305	Lemon Pepper
FG-170	Clear/Multi Sparkle	FG-315	Clear Salt & Pepper w/ Green Sparkle
FG-185	Salt & Pepper	FG-355	Brown Crawfish/Goldfish Salt & Pepper Tail
FG-190	Goldfish Salt & Pepper	FG-365	Cotton Candy
FG-195	Brown Crawfish/Salt & Pepper	FG-370	Brown Crawfish/Chartreuse Salt & Pepper Tail
FG-200	Green Crawfish/Salt & Pepper	FG-375	Changeable Crawfish
FG-205	Black Multi Sparkle	FG-380	Hot Pink
FG-210	Smoke/Red & Black Sparkle	FG-390	Shad Sparkle Multi Sparkle
FG-215	Chartreuse Salt & Pepper	FG-395	Green Crawfish Body/Salt & Pepper Tail
FG-219	Summer Crow	FG-400	June Bug Body/Chartreuse Tail
FG-220	Bluegill/Salt & Pepper	FG-405	Sunfish Body/Goldfish Tail
FG-245	Orange Body/Brown Crawfish Tail	FG-420	Brown Body/Green Laminated Orange Tail
FG-250	Brown Crawfish Body/Salt & Pepper Tail	FG-426	Orange Pepper/Chartreuse Tail
FG-270	Green Crawfish Body/Shrimp Salt & Pepper Tail		
FG-280	Black Body/Chartreuse Salt & Pepper Tail		

ORDER #	AVAILABLE COLORS
FG-04	Red Body/White Tail
FG-47	Pearl White
FG-47B	Pearl w/Blue
FG-47G	White Glow
FG-67-E	Electric Grape
FG-80-P	Silver Shad w/Smoke Tail
FG-80	Smoke
FG-96-S	Chartreuse Sparkle
FG-102	Clear Sparkle
FG-103	Smoke Sparkle
FG-105	Gold/Gold
FG-127	Smoke Multi Sparkle

*All previous stock & special colors can be still obtained by special request.

3 in. Mini Jig

Popular for smallmouth bass and walleye's.
 Comes 5 per pack with two 1/8 oz. Jig Heads.

77¢ \$1.74
 5 PK 20 PK (bodies only)
 77¢ \$1.74

ORDER #	AVAILABLE COLORS	ORDER #	AVAILABLE COLORS
3MJ-47	Pearl White	3MJ-215	Chartreuse Salt & Pepper
3MJ-96-S	Chartreuse Sparkle	3MJ-280	Black Body/Chartreuse Salt & Pepper Tail
3MJ-102	Clear Sparkle	3MJ-370	Brown Crawfish/Chartreuse Salt & Pepper Tail
3MJ-103	Smoke Sparkle	3MJ-390	Shad Multi Sparkle
3MJ-185	Salt & Pepper		
3MJ-195	Brown Crawfish/Salt & Pepper		
3MJ-200	Green Crawfish		

*All previous stock colors can be still obtained by special request.

Baby Gitzit

75¢ \$1.70
 5 PK 20 PK (bodies only)
 75¢ \$1.70

2" Long Packaged 5 per pack w/ (2) 1/16 oz. Inside leaded hooks.

ORDER #	AVAILABLE COLORS
BG-136	Olive/Smoke Red Sparkle Tail
BG-170	Clear/Multi Sparkle
BG-185	Salt & Pepper
BG-190	Goldfish Salt & Pepper
BG-195	Brown Crawfish/Salt & Pepper
BG-200	Green Crawfish/Salt & Pepper
BG-215	Chartreuse Salt & Pepper
BG-295	June Bug Salt & Pepper

1 1/2 Mini Jigs

Great for trout crappie and all pan fish. An ice fishing favorite.
 Comes 3 per pack rigged - 1/32 oz. w/# 6 hook (1 MJ 32);
 1/16 oz. w/# 4 hook (1 MH 16). Also Variety Pack - 8 bodies
 and 4 leaded hooks.

49¢ 68¢
 3 PK Rigged Variety PK
 49¢ 68¢

Kits 60 Pc. Pocket Pack \$2.99
 50-1 1/2 Mini Jigs in assort. colors
 + 10 Jig Heads in a great Plastic Box

ORDER #	AVAILABLE COLORS	ORDER #	AVAILABLE COLORS	ORDER #	AVAILABLE COLORS
MJ-04	Red Body/White Tail	MJ-105	Gold/Gold	MJ-245	Orange Body/Brown Crawfish Tail
MJ-05	Yellow Body/Pearl White Tail	MJ-136	Olive/Smoke Red Sparkle Tail	MJ-280	Black Body/Chartreuse Salt & Pepper Tail
MJ-20	Black Body/Pearl White Tail	MJ-160	Motor oil/Red Sparkle	MJ-295	June Bug Salt & Pepper
MJ-24	Red Body/Chartreuse Tail	MJ-170	Clear/Multi Sparkle	MJ-305	Lemon Pepper
MJ-25	Green Body/Chartreuse Tail	MJ-185	Salt & Pepper	MJ-365	Cotton Candy
MJ-47	Pearl White	MJ-195	Brown Crawfish/Salt & Pepper	MJ-370	Brown Crawfish/Chartreuse Salt & Pepper Tail
MJ-47G	Glow	MJ-200	Green Crawfish/Salt & Pepper	MJ-375	Changeable Crawfish
MJ-80-P	Silver Shad/Smoke Tail	MJ-205	Black Multi Sparkle	MJ-380	Hot Pink
MJ-96	Chartreuse	MJ-210	Smoke/Red & Black Sparkle	MJ-400	June Bug Body/Chartreuse Tail
MJ-96-S	Chartreuse Sparkle	MJ-215	Chartreuse Salt & Pepper		
MJ-102	Clear Sparkle	MJ-220	Bluegill/Salt & Pepper		

*All previous stock colors can be still obtained

U.S. Corporation Income Tax Return

For calendar year 1996 or tax year beginning _____, 1996, ending _____, 19
► Instructions are separate. See instructions for Paperwork Reduction Act Notice.

1996

A Check if a: 1 Consolidated return (attach Form 851) <input type="checkbox"/> 2 Personal holding co (attach Sch PH) <input type="checkbox"/> 3 Personal service corp (as defined in Temp Regs sec 1.441-4T see instructions) <input type="checkbox"/>	Use IRS label. Otherwise, please print or type.	Name GITZIT INC.	B Employer ID Number ██████████
		Number, Street, and Room or Suite Number (If a P.O. box, see instructions.) PO BOX 3039	C Date Incorporated 05/06/92
		City or Town State ZIP Code ST. GEORGE UT 84771	D Total Assets (see instructions)

E Check applicable boxes: (1) Initial return (2) Final return (3) Change of address \$ **126,703.**

INCOME	1a Gross receipts or sales 417,414.	b Less returns & allowances	c Balance	1c	417,414.
	2 Cost of goods sold (Schedule A, line 8)			2	185,722.
	3 Gross profit. Subtract line 2 from line 1c			3	231,692.
	4 Dividends (Schedule C, line 19)			4	
	5 Interest			5	
	6 Gross rents			6	
	7 Gross royalties			7	
	8 Capital gain net income (attach Schedule D (Form 1120))			8	
	9 Net gain or (loss) from Form 4797, Part II, line 20 (attach Form 4797)			9	
	10 Other income (see instructions — attach schedule)			10	
	11 Total income. Add lines 3 through 10			11	231,692.
DEDUCTIONS	12 Compensation of officers (Schedule E, line 4)			12	65,000.
	13 Salaries and wages (less employment credits)			13	50,735.
	14 Repairs and maintenance			14	
	15 Bad debts			15	
	16 Rents			16	13,210.
	17 Taxes and licenses			17	3,939.
	18 Interest			18	
	19 Charitable contributions (see instructions for 10% limitation)			19	
	20 Depreciation (attach Form 4562)	20	2,435.		
	21 Less depreciation claimed on Schedule A and elsewhere on return	21 a		21 b	2,435.
	22 Depletion			22	
	23 Advertising			23	2,014.
	24 Pension, profit-sharing, etc, plans			24	
	25 Employee benefit programs			25	
	26 Other deductions (attach schedule) See Other Deductions Statement			26	9,772.
27 Total deductions. Add lines 12 through 26			27	147,105.	
28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11			28	84,587.	
29 Less:	a Net operating loss deduction (see instructions)	29 a		29 c	
	b Special deductions (Schedule C, line 20)	29 b			
TAX AND PAYMENTS	30 Taxable income. Subtract line 29c from line 28			30	84,587.
	31 Total tax (Schedule J, line 10)			31	17,010.
	32 Payments:	a 1995 overpayment credited to 1996	32 a		
	b 1996 estimated tax payments	32 b	15,500.		
	c Less 1996 refund applied for on Form 4466	32 c		d Bal	32 d
	e Tax deposited with Form 7004				32 e
	f Credit from regulated investment companies (attach Form 2439)				32 f
	g Credit for federal tax on fuels (attach Form 4136). See instructions				32 g
	32 h				15,500.
	33 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input checked="" type="checkbox"/>			33	914.
34 Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed			34	2,424.	
35 Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid			35		
36 Enter amount of line 35 you want: Credited to 1997 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			36		

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of Officer: **DAVID PERKINS** Date: _____ Title: _____

Paid Preparer's Use Only

Preparer's Signature: _____ Date: **03/12/97** Check if self-employed: Preparer's Social Security Number: ██████████

Firm's Name (or yours if self-employed) and Address: **David Perkins**
265 NORTH DIXIE, #31
ST. GEORGE State: **UT** ZIP Code: **84770**

U.S. Corporation Income Tax Return

For calendar year 1995 or tax year beginning _____, 1995, ending _____, 19
See instructions for Paperwork Reduction Act Notice.

1995

Department of the Treasury
Internal Revenue Service

A Check if a: 1 Consolidated return (attach Form 851) <input type="checkbox"/> 2 Personal holding co (attach Sch PH) <input type="checkbox"/> 3 Personal service corp (as defined in temp Regs sec 1.441-41) <input type="checkbox"/>		Use IRS label. Otherwise, please print or type.	Name GITZIT, INC.	B Employer ID Number [REDACTED]
			Number, Street, and Room or Suite Number (if a P.O. box, see instructions.) PO BOX 3039	C Date Incorporated 05/06/92
			City or Town State ZIP Code ST. GEORGE UT 84771	D Total Assets

E Check applicable boxes: (1) Initial return (2) Final return (3) Change of address \$

INCOME	1 a	Gross receipts or sales	296,278.	b	Less returns & allowances		c	Balance	1 c	296,278.
	2	Cost of goods sold (Schedule A, line 8)							2	190,826.
	3	Gross profit. Subtract line 2 from line 1c							3	105,452.
	4	Dividends (Schedule C, line 19)							4	
	5	Interest							5	
	6	Gross rents							6	
	7	Gross royalties							7	
	8	Capital gain net income (attach Schedule D (Form 1120))							8	
	9	Net gain or (loss) from Form 4797, Part II, line 20 (attach Form 4797)							9	
	10	Other income (see instructions - attach schedule)							10	
	11	Total income. Add lines 3 through 10							11	105,452.
DEDUCTIONS	12	Compensation of officers (Schedule E, line 4)							12	
	13	Salaries and wages (less employment credits)							13	57,762.
	14	Repairs and maintenance							14	
	15	Bad debts							15	
	16	Rents							16	10,205.
	17	Taxes and licenses							17	95.
	18	Interest							18	
	19	Charitable contributions (see instructions for 10% limitation)							19	
	20	Depreciation (attach Form 4562)			20	2,021.				
	21	Less depreciation claimed on Schedule A and elsewhere on return			21 a				21 b	2,021.
	22	Depletion							22	
	23	Advertising							23	886.
	24	Pension, profit-sharing, etc, plans							24	
	25	Employee benefit programs							25	
26	Other deductions (attach schedule) . See Other Deductions Statement							26	5,500.	
27	Total deductions. Add lines 12 through 26							27	76,469.	
28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11							28	28,983.	
29	Less: a Net operating loss deduction	29 a	31,757.							
		b Special deductions (Schedule C, line 20)	29 b						29 c	31,757.
30	Taxable income. Subtract line 29c from line 28							30	-2,774.	
31	Total tax (Schedule J, line 10)							31	0.	
TAX AND PAYMENTS	32 Payments:	a 1994 overpayment credited to 1995	32 a							
		b 1995 estimated tax payments	32 b							
		c Less 1995 refund applied for on Form 4466	32 c							
		d Bal	32 d							
		e Tax deposited with Form 7004	32 e							
		f Credit from regulated investment companies (attach Form 2439)	32 f							
		g Credit for federal tax on fuels (attach Form 4136)	32 g							32 h
33	Estimated tax penalty. Check if Form 2220 is attached							33		
34	Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed							34	0.	
35	Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid							35		
36	Enter amount of line 35 you want: Credited to 1996 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>							36		

TAXPAYER'S COPY

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of Officer _____ Date _____ Title _____

Paid Preparer's Use Only

Preparer's Signature _____ Date _____ Check if self-employed Preparer's Social Security Number _____

Firm's Name (or yours if self-employed) and Address _____ EIN _____

ZIP Code _____

1120-A

Form Department of the Treasury Internal Revenue Service

U.S. Corporation Short-Form Income Tax Return

OMB No. 1545-0890

See separate instructions to make sure the corporation qualifies to file Form 1120-A.

For calendar year 1994 or tax year beginning 1994, ending 1994

1994

A Check this box if the corp is a personal service corp. (as defined in Temporary Regs section: 1.141-4T—see instructions) []

Use IRS label. Otherwise, please print or type.

Name: GITZIT, INC.
Number, street, and room or suite no. (If a P.O. box, see page 6 of instructions.): PO Box 3039
City or town, state, and ZIP code: St. George, UT 84771

B Employer identification number
C Date incorporated: 5/6/92
D Total assets (see Specific Instructions)

E Check applicable boxes: (1) [] Initial return (2) [] Change of address
F Check method of accounting: (1) [X] Cash (2) [] Accrual (3) [] Other (specify)

Table with 11 columns (1a-11, 12-25, 26-32) and 3 rows (Income, Deductions, Tax and Payments). Includes lines for gross receipts, cost of goods sold, interest, depreciation, and tax payments.

TAXPAYER'S COPY

Please Sign Here: Signature of officer, Preparer's signature (D M PERKINS), Firm's name (ACCTG. & TAX SVC.), Address (P.O. BOX 1823, ST. GEORGE, UTAH 84771)

Utah State Tax Commission
210 N 1950 W, Salt Lake City, Utah 84134
**Utah Corporation Franchise
or Income Tax Return**

1992

TC-20
Rev. 12/98

This return is for the calendar year ending Dec. 31, 1998, or fiscal year beginning _____, 19 _____ and ending _____, 19 _____

Check box if name or address changed.

AMENDED RETURN

See page 5 for "THE REASONS FOR AMENDING" and enter the number in this box →

Corporation name GITZIT, INC.		Employer Identification Number [REDACTED]	
Address PO BOX 303		Utah Charter number	
City ST. GEORGE		State UT	Telephone number (435) 628-1011
ZIP code 84771		[REDACTED]	

NOTE: ATTACH ONLY THE FIRST FOUR PAGES OF YOUR FEDERAL RETURN.
Corporations included in combined filings must complete Schedule M.

1. Check if this corporation conducted any UTAH business activity during the taxable year. 1. 2.
2. Check if this corporation joined in a federal consolidated return. 3a. 3b. 3c.
3. Check if this return constitutes (check no more than one box): (see "Combined Reports", page 3)
 - a. A "water's edge" combined report
 - or b. A "water's edge" election under Utah Code Section 59-7-402(2)
 - or c. A "worldwide" combined report
4. If an election has been made or considered to have been made on behalf of any member of the federal affiliated group during the taxable year, check the appropriate box(es) and attach a schedule showing names of target corporation(s) and details of such transaction(s). See page 4 of the General Instructions.
 - a. IRC 338 4a. 4b. 4c.
 - b. IRC 338 (h)(10)
 - c. IRC 336 (e)
5. Check if this return includes one or more financial institutions as defined by Utah Rules. 5.

6. What is the ultimate U.S. parent's name? • _____	8	60
7. What is the ultimate U.S. parent's EIN? • _____	9	00
8. Net Refund (from Schedule A, line 23) _____	10	100 00
9. Net Tax Due (from Schedule A, line 24) _____		
10. Total the penalties and interest listed below and enter on this line	11	00
Late filing penalty \$ _____ Interest \$ _____ Late payment \$ _____		
Penalty for underpayment of required prepayment \$ _____ Extension penalty \$ _____		
11. TOTAL REFUND (subtract line 10 from line 8) _____	12	100 00
12. TOTAL TAX REMITTED (add lines 9 and 10) Make check payable to: UTAH STATE TAX COMMISSION		

Check the box for each schedule attached: Schedule A Schedule B, C, and D Schedule H Schedule J Schedule M

Under penalties of perjury, I declare that to the best of my knowledge and belief, this return and accompanying schedules reflect my true tax status.

Official Use Only

Paid Preparer's Section	Paid preparer's signature <i>David Perkins</i>	Date signed 6-25-99	Check if self-employed <input checked="" type="checkbox"/>	Preparer's Social Security Number [REDACTED]
	Firm's name (or yours if self-employed) DAVID PERKINS	Telephone number 435-628-1887	Employer Identification Number	
	Paid preparer's complete address 265 N. DIXIE DRIVE, #12	City ST. GEORGE	State UTAH	ZIP code 84771
	Signature of officer			

GITZIT, INC.
 P.O. BOX 3039
 ST. GEORGE, UT. 84771

 *
 * I N V O I C E *
 *

PAID JUL 27 1992

Invoice Number: 000227

Invoice Date: 06/25/92

Page: 1

Sold INDEPENDENT SUPPLY CO. INC
 To: 10 HIGHTOP LANE
 JERICHO, NY 11753

Ship INDEPENDENT SUPPLY CO. INC
 To: 10 HIGHTOP LANE
 JERICHO, NY 11753

Ship Via.:
 Ship Date: 06/25/92
 Due Date.: 06/25/92
 Terms.....: C.O.D.

Cust I.D.....: 11753
 P.O. Number...:
 P.O. Date.....: 06/25/92
 Our Order No.:
 Salesperson...:

Item I.D./Desc.	Ordered	Shipped	Unit	Price	Net	TX
3MJ 20 50PK	1.00	0.00		0.0000	0.00	E
B/O						
3MJ 24 50PK	1.00	1.00		7.5900	7.59	E
3MJ 25 100PK	1.00	1.00		15.1700	15.17	E
3MJ 80 50PK	1.00	1.00		7.5900	7.59	E
3MJ 96 50PK	1.00	1.00		7.5900	7.59	E
3MJ 102 50PK	1.00	1.00		7.5900	7.59	E
3MJ 118 100PK	1.00	1.00		15.1700	15.17	E
3MJ 136 50PK	1.00	1.00		7.5900	7.59	E
3MJ 195 50PK	1.00	1.00		7.5900	7.59	E
3MJ 200 50PK	1.00	1.00		7.5900	7.59	E
3MJ 210 50PK	1.00	1.00		7.5900	7.59	E
3MJ 220 50PK	1.00	1.00		7.5900	7.59	E
3MJ 245 100PK	1.00	1.00		15.1700	15.17	E
3MJ 280 50PK	1.00	1.00		7.5900	7.59	E

Subtotal: 121.41



BASSIN MAN INC
 P.O. BOX 340 ~~WASHINGTON~~
 WASHINGTON UTAH 84780

Dear Basin man Inc,
 I'm writing you to see if
 you would send me a catalog
 of your fishing lures. I've tried
 a few of your lures but can't
 find them in the stores anymore.

Thank you
 Scott Smith

Scott Smith
 69 Johnson Dr
 Randolph mo 63068

July 8, 1992

Louis King
914 E. Sunshine
Springfield, MO 65807
Home:(417)882-3707
Work:(417)862-5012 Ext.150

BASS 'N MAN INC.
P.O. Box 340
Washington, UT 84780

Mr. Garland,

I want to thank you for making a fine line of products. I have great success using your G-TAIL grub. On one particular day early last spring I caught a boatload of good fish on the enclosed color. When I went looking for more I could not find this particular one. I found some Kalins that are close but not the same. Do you still produce this particular color? If so, where can I find them? I've searched every store in and around the Springfield area and have yet to find any. Can you help me?

Sincerely,

Louis

Louis King

Sand
White
Price

Sent
7/29/92
Sample
36T 3/10

P.S. In the event I have contacted the wrong place would you please forward this letter and contents to the correct address as the enclosed grub is my last. Thanks.

Fred

Gavin

133 Filadelfia Ave.
Spartanburg, New Jersey, 07834
Feb 2, 1994

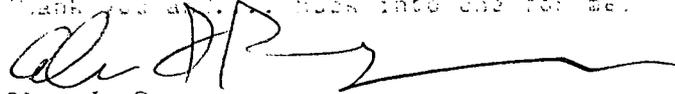
BRUCE'S NBN Lines
P.O. BOX 344
Washington, UT 84782

To Whom It May Concern :

I am interested in many products which are produced by your company. However it seems most mail order companies carry only a select number of items.

Is it possible for you to send me a complete product catalog and information on ordering direct. I would also be grateful for the name and address of any distributors of your products.

Thank you and I look into one for me!


Alan J. Perez

Jan 9, 1994
The Ol' Fishing Hole
HC70 Box 245
Beaver, WV 25813
(304) 253-0908

Dear Bass Man

We are about to open a small sporting
good store. We are interested in receiving
your catalogs. I have enclosed a copy
of our tax certificate. It is under the
name of the Buck Stop but the name
is being changed to The Ol' Fishing Hole.
The ~~name~~ ~~wi~~ number will remain the
same. If you need any additional
information please call 304-253-0908.
We hope to hear from you soon.

Sent Samples
& list

Thank-you
Greg, + Sandie Coten

RECEIVED OCT 29 1992

October 25, 1992

BASS'N MAN
P. O. Box 340
Washington, UT 84780

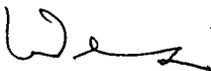
Dear Sales Department:

I am having a hard time locating dealers that stock you "baby gitzit" product line. I live in Sonoma County about 70 miles directly north of San Francisco.

Can you provide a list of stocking dealers located anywhere in northern California. Are your products sold by any catalog sales outlets like Bass Pro Shops or Cabelas? These last two do not sell your baby gitzits - who does? I last purchased your products at K-Mart in Santa Rosa, but they do not stock your gitzits any more.

I use about 100 or more cards a year of these small gitzits and would be happy to purchase direct from you if possible. Do you have a catalog? I especially like the clear gitzits with silver sparkle and the multicolor sparkle (170); brown with multicolor sparkle is also a favorite.

Thanks for your help.


Wes Sheehy
433 Greens Drive
Healdsburg, California 95448

(707)433-5933 Residence

10/29/92
White Prairie
Catalog

July 8, 1992

Louis King
914 E. Sunshine
Springfield, MO 65807
Home:(417)882-3707
Work:(417)862-5012 Ext.150

BASS 'N MAN INC.
P.O. Box 340
Washington, UT 84780

Mr. Garland,

I want to thank you for making a fine line of products. I have great success using your G-TAIL grub. On one particular day early last spring I caught a boatload of good fish on the enclosed color. When I went looking for more I could not find this particular one. I found some Kalins that are close but not the same. Do you still produce this particular color? If so, where can I find them? I've searched every store in and around the Springfield area and have yet to find any. Can you help me?

Sincerely,

Louis

Louis King

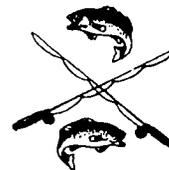
Sand
White
Price

Sent
7/29/92
Sample
36T 3/10

P.S. In the event I have contacted the wrong place would you please forward this letter and contents to the correct address as the enclosed grub is my last. Thanks.



TOM COLLINS
Tudor Gardens
Port Jervis, N.Y. 12771
(914)856-3398



SHIP TO
↓

THOMAS J. COLLINS
SUTTON GARDENS APT D-1
PORT JERVIS, NY 12771
(914) 856-6269

BASS-N' MAN LURES
PO BOX 340
WASHINGTON UT. 84780

OCTOBER 19, 1992

DEAR SIR:

WOULD YOU PLEASE SEND ME A CATALOG OF BOBBY GARLAND FAT GITZIT'S THAT I CAN PLACE AN ORDER FROM. I WAS DEALING WITH BASS PRO SHOPS AND THEY NO LONGER LIST YOUR PRODUCTS IN THEIR CATALOG. I RUN A SMALL BAIT AND TACKLE SHOP FROM MY GARAGE, AND HAVE SEVERAL CUSTOMERS USING YOUR PRODUCTS.

IF YOU CAN NOT SUPPLY ME WITH YOUR CATALOG FOR SOME REASON, WOULD YOU PLEASE SUPPLY ME WITH THE NEAREST DEALER'S ADDRESS SO I CAN ORDER FROM THEM. THANK YOU.

VERY TRULY YOURS

Thomas Collins

THOMAS COLLINS

cc office files.

10/29/92
Catalog / Green price

To Whom It May Concern,

7-12-92

I would like for you to send me an order form where I can purchase some of the "Bobby Garland's" Bass 'N Man Lures. None of the stores around my town carry these lures and I have to drive over 200 miles to find them. I would appreciate this very much.

My mailing address is:

Larry Austin

Rt 2, Box 415-H

Spruce Pine, NC 28777

Thanks So Much

Larry Austin

White
R. J. J.
1/24/92

June 22, 1992.

Bass' n' More
P.O. Box 340
Washington UT 84780

Will you, please, send me a
catalog or brochure on Spider jigs?
I have been hearing how good they
are, but don't know where to get
them.

Thank you.

Sincerely,

Stephen S. Hart

Stephen J. Hart
RD #1, Box 298-B
Kasson Road
Smethport, PA 16749

6/29/92
white &
CAG

Buss' n Munn Tures
P.O. Box 340
Washington, UT 84780

Gordon Rees
255 Mary St
Pembroke, Ont K9A5W9
CANADA

Gentleman:

Please send me a color chart of your tubes. If you have a catalogue with sizes and other particulars, I would appreciate that as well.

The tubes I'm most interested in are an olive green with black flats, they are as well salted.

I purchased these from either Pro Bass or C. Bellor, on the pkg. the pricing code was 2 FG 200 5pk. on the bottom of the price code was 0 37069 25200 2.

I hope that this letter info helps you to be able to help me in obtaining these specific tubes.

Yours very truly,

Gordon Rees.

Sgt
Wh-Pk
Coy 1/1/92

Please send me your Catalog
on Jumbo Sitzitts.
Thank you

Theodore Mikoluk
73 Nashua St.
Woburn Ma
01801

RECEIVED MAY 18 1992

5/19/92
Wh. + cat

RECEIVED APR 22 1992

Dear Sir,

I would like to start a Resale
Business to sale Fishing sup. would
you have any books, Price List, Information
that you could sent me to order by
MAIL?

Thank you

Mike Hysell

Mike Hysell

37147 TR. 175 (614) 742-2077

Middleport, Ohio

45760

Sent
4/23/92

BASS N MAN

I'm trying to find some "G" tall grubs
in color 210. There is no BASS N MAN
dealer in my area. If you have a catalog
please send me one or if there is a
place I can order them (grubs) let me know

UP
Gary J. Olson

GARY L. OLSON
3 Kenilworth Road
Goose Creek SC 29445

5/4/92

Hello Bass'nman Representative.

I have a favorite Fat Gitzit I can't find. It's a 1/16, #255, Light tan w/ black speckles. The only Gitzit that comes close is a clearer version w/ multi colors.

My question is: do you have a catalog that I could order direct and do you make this Gitzit still? I've been looking for two years!

I hope you can help me.

Sincerely,

Dave Bricker

DAVE BRICKER
355 N. Sacramento
Susanville CA 96130
916-257-7876 HM
916-253-2223 WK

Sent
5/12/92

GITZIT, INC.
BASS'N MAN
P.O. BOX 3039
ST. GEORGE, UTAH 84771

DEAR MR FULTON,

I AM STILL A LOYAL SUPPLIER OF THE ORIGINAL GITZIT. I HOPE THAT THE BUSINESS WILL STABILIZE AND GROW INTO THE FUTURE. I WOULD LIKE TO FIND OUT IF THE "GREEN" WHOLESALE CATALOG I RECENTLY RECEIVED IS STILL A VALID ONE. IF ANYTHING HAS CHANGED, COULD YOU PLEASE SEND ME A CURRENT CATALOG AND PRICE LIST.

PLEASE NOTE THAT MY MAILING AND SHIPPING ADDRESS HAS CHANGED TO 3460 SCOTT CIRCLE. PLEASE DIRECT ALL CORRESPONDENCE TO THIS ADDRESS.

ONE SUGGESTION I HAVE IS TO PUT BLACK FLAKE IN YOUR COLOR NUMBER 136 GITZITS. I DO NOT KNOW WHERE FISHERMEN ARE GETTING THIS COLOR OF LURES BUT I DO KNOW THAT THEY ARE DEADLY.

I LOOK FORWARD TO DOING BUSINESS WITH YOU IN THE FUTURE.

Price List
Green
GSM
7/29/92

SINCERELY YOURS,



GEORGE SOMMER
SOMMER BROTHER'S TACKLE SALES
3460 SCOTT CIRCLE
SALT LAKE CITY, UTAH 84115

DEAR BASSMAN:

I'm Having Trouble finding "Fat Grits"
in my area. If available Could you send me
an order form. Right now its one of the Hottest
Baits going and I'm down to my last package
Any help you can give me would be greatly
Appreciated

also need lead heads

Thank you

TOM RICHARDS
230 HINMAN AVE
WAUKESHA, WI 53186

Sent
White & Co
6/11/92



THE HOUSE OF SPORTS
of
GARDNER, INC.
220 Parker St.
Gardner, MA 01440



4/24/92

RECEIVED APR 28 1992

GEORGE ARSENAULT

(508) 632-8256
F.F.L. #M7-05235

Gentlemen;

Please send catalogs on your Bass n Man
Lures. Cannot find any. Wholesale Co who
carries Spider jig no. #174

Sent
5/12/92

Thank you

George Arsenault

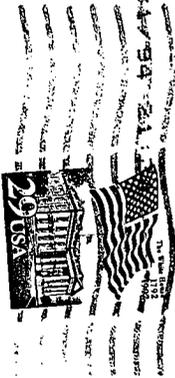
Phone 632-8256

DR. JOHN A. TOUKATLY
96 Genesee Street
New Hartford, NY 13413

*Sent
4/7/94*



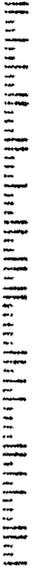
03/31/94 21:21



BASS'N MAN COMPANY
PO BOX 340
WASHINGTON, UTAH 84780

ATTN: CATALOG DEPARTMENT

BASS'N MAN COMPANY
NOTIFY SENDER OF NEW ADDRESS
PO BOX 3039
ST GEORGE UT 84771-3039



DR. JOHN A. TOUKATLY

CHIROPRACTOR

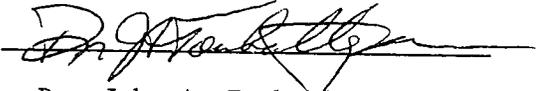
96 Genesee Street, New Hartford, New York 13413
(315) 732-2144

March 30, 1994

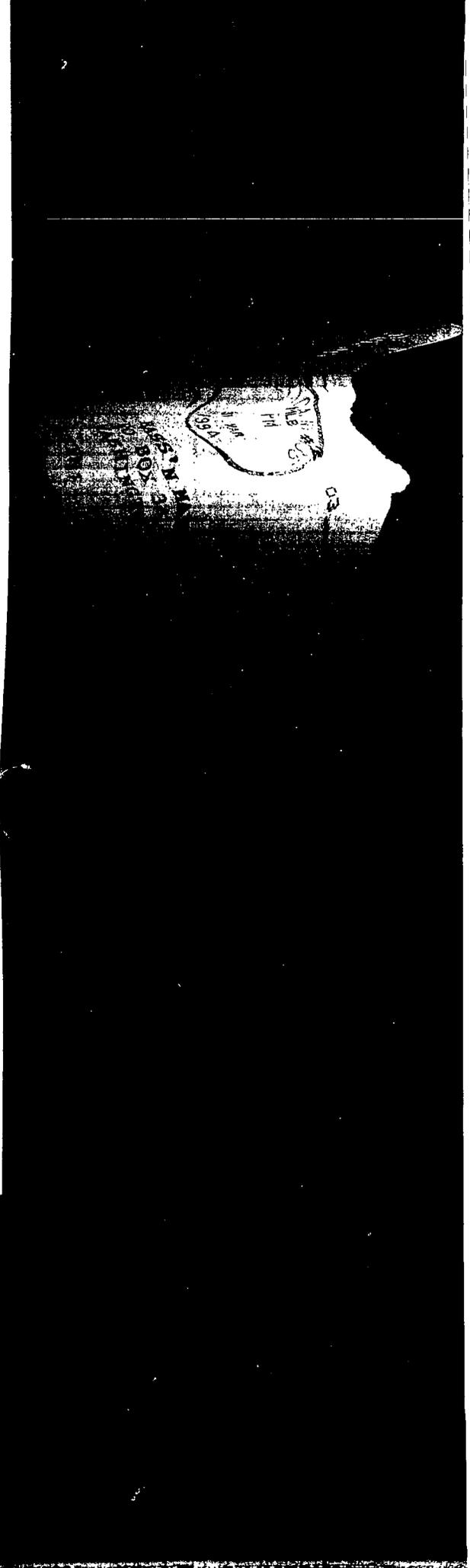
Bass 'N Man Company
PO Box 340
Washington, Utah 84780
Catalog Department

Dear Sirs,

I figured this was the best way for me to finally get more of those Gitzit that are so hard to find in stores around the Utica-New Hartford area. I swear by the pumpkinseed brown color and the black-silver 2 tone colors for getting bass, walleye and perch on Oneida Lake in NY. Please send my office a catalog so that I can order more gitzits and see what else your company has to offer. Kmart and Ames stores do carry the gitzits but not in the colors want and Bass Pro Stores have limited sizes and colors. Thank you for your time.



Dr. John A. Toukatly, D.C.



DEAR SIRs;

6-11-92

Could you please send
me a copy of your catalog?

I recently purchased one
of your products & WAS impressed!

Sincerely,

Send
6/17/92
white Cat.

Robert J. Duquette

June 12, 1992

Sent
6/18/92
white & Col

Bass'n Man
P.O. Box 340
Washington, UT 84780

The Bait Shop where I used to purchase
your tube lures is no longer in business.

Could you please forward a catalog, or
refer a merchant where I could purchase
these lures. Thank you.

Warm regards,
Jerry L. Burns

479 Millard Avenue
Conneaut, Ohio 44030-1323

TO WHOM IT MAY CONCERN,
I CHARLES & POTTER, AM WRITING
FOR MYSELF, AND A LOT OF FISHING
BUDDIES. WE REALLY LIKE BOBBY GARLANDS
MINI JIGS. THE PROBLEM IS WE CAN NOT
FIND THEM AROUND HERE. WE LIVE IN
EAST TENN. AROUND MIDDLESBORO TN.
WE WOULD LIKE FOR YOU TO SEND US
A CATALOG SO WE COULD ORDER SOME
OF THEM. WE GOT SOME 1 TIME AND
LOVE TO FISH FOR CRAPPIE WITH THEM, WE
LIKE THE JIG HEAD THAT COMES WITH THEM.
PLEASE SEND CATALOG AS SOON AS POSSIBLE.
TO THIS ADDRESS. P.O. BX 151

CLAIRFIELD, TN. 37715

Gene
5/12/90

THANK YOU
VERY MUCH
SINCERELY CHARLES
&
POTTER.

Dear Sirs

I can no longer
find your tube jigs in my
area, is there any way to
order from you.

Thanks

Don Peuka
2613 Rose Lane Rd
Omaha Ne. 68147

Sent 5/12/92

TO WHOM IT MAY CONCERN

I WAS CONTEMPLATING OPENING
A FISHING TACKLE BUSINESS, AND HAVE
FOUND YOUR PRODUCTS TO BE VERY
POPULAR AMONG THE FISHERMEN I HAVE
TALKED TO.

I WOULD APPRECIATE IT IF YOU
WOULD SEND ME A PRICE LIST FOR
LARGE QUANTITY / BULK ORDERING ALONG
WITH JIG HEAD MOLDS ETC. IF
AVAILABLE

Sincerely

LARRY HIGGINS
1650 MILLER ST.

UTICA, N.Y.
13501

Sent
5/12/92

RECEIVED MAY 11 1992

MIKE DEWISON
2860 Twin View Blvd
Redding, Calif, 96003



DEAR BASS N MAIN
CURE'S DO YOU STILL
MAKE THE "103" SERIES
GITZIT? I HAVE NOT SEEN
THEM LOCALLY LATELY. DO
YOU HAVE A BROCHURE OR
CATALOG ON YOUR PRODUCTS?

I AM ~~VERY~~ INTERESTED IN
THE "103" CLEAR W/ SILVER FLAKE
AND POSSIBLY BUYING YOURS.

THANKS

MIKE DENISON

White &
Cat 7/1/92

Page 21

15
20

7/13/92

Dear Sir or Madam:

In February of last year, I called your company to inquire where I could purchase your products. I was inquiring on my behalf and also on the behalf of a local Bass Club for which I was President of. Prior to that call, we had been purchasing Bass N Man products from Bass Pro Shops. The gentleman I spoke to on the phone was astonished when I told him that Bass Pro was discontinuing your line. We talked for quite some

time and then I placed an order for several hundred gitzits which he invoiced at dealer prices.

I have been using your products for several years now and hope to be able to continue purchasing them both for myself and also for my hobby shop. I have been making and selling spinnerbaits, jigs, flies, and other type lures for many years now and several interested anglers have been after me to stock the gitzits that I've been using and have had much success with.

I have introduced many

friends and acquaintances to the "Bassin" spot. My main lure is the Fat Gitzit. Use the lure by itself and also in conjunction with a plastic trailer and weedless tube head. This combination has taken many large stringers over the past four years. My secret lure has become quite the topic amongst the local anglers and everyone wants to buy it.

I was recently told that Northern Bass Supply carried your products. This supplier is only one hundred miles from where I live. I phoned them only to find out that they had also discontinued the line.

I would very much like to continue purchasing and promoting your products. Your gitzit is the toughest one I've found. It will outlast any others that I've tried. The color 195 is also a classic. I haven't been able to match that color anywhere. It's the closest color that I've seen match the color of our native crawfish. It worked great.

In closing, I would like to ask you to send me a current price sheet and catalog. Thank you in advance for your time and service and also for a great product. I am eagerly awaiting a reply.

Sincerely,
Roland Drapeau
173 Sweden St.
Berlin, NH 03570

Sam White
Re feet
1/24/92

8/31/94

DEAR GITZIT:

Sent
4/7/94

I'M PROBABLY A LITTLE LATE ON THE
"UPTAKE", BUT I HAVE ONLY RECENTLY
DISCOVERED GITZIT PRODUCTS.

I RECENTLY PURCHASED A PACKAGE OF
BABY GITZIT $\frac{1}{16}$ OZ. / 6 PK. / 195 BROWN
CRAB FISH, SALT & PEPPER.

I'M VERY INTERESTED IN OTHER GITZIT
PRODUCTS, WHICH IS MY REASON FOR
WRITING.

COULD YOU POSSIBLY FORWARD TO ME YOUR
COMPLETE CATALOG TO ME? AND CAN I
PURCHASE THROUGH THIS CATALOG?

I PLAN TO BE IN ST. GEORGE THE END
OF APRIL. DO YOU HAVE A SHOW ROOM?

THANK YOU —

KENNETH BUNN
Box 4100 R.D. #4
BANGOR, PA 18013

GITZIT INC.

Gitzit Inc. was formed in May 1992, by John A. Giffen and Christopher Hendershot after foreclosing on the original manufacturer Bass N' Man Lure Company, Inc. Mr. Hendershot was a secured creditor of Bass N' Man and completed an uncontested foreclosure on the assets of Bass N' Man, Inc.

Bass N' Man Lure Company, Inc was originated in 1973 by the original inventor of the plastic tube lure known as the mini jig. Bobby Garland was a Pro Bass fisherman that developed the plastic tube lure and got mass acceptance of the lure on the pro bass tour.

Garland Lure Company was formed in the late seventies and from the original mini-jig, a complete line of soft plastic lures developed and sales increased through the eighties to over 1.3 million Dollars in 1989.

In 1989, Bass N' Man Lure Company, was purchased by a man from Phoenix, Arizona who tried to run the company as an absentee owner with no experience. He had an arrangement with the original owners to use them as consultants to continue the growth the company had enjoyed the last couple of years. Unfortunately, there was a falling out between the new owners and the old and sales started plummeting. Bills were not paid and the new owners lost the new building they had purchased, many of his employees left because of the fight and customers deserted the company

because of poor service and lack of delivery.

By 1992 the company was almost completely bankrupt and creditors were ready to completely shut down the company. The present owners stepped in, foreclosed upon the company, paid off all the secured creditors and took over management of the company in May of 1992. Sales had bottomed out in 1991 at about \$60,000.00.

The new management immediately went to work at getting back old customers and increasing orders from present customers. Sales in 1992 from May to December increased to \$100,000. In 1993 sales increased to 165,000.00 an increase of over 50%. Labor costs were cut nearly in half by purchasing many of the supplies from other suppliers rather than making them in house. The Company was being transformed into more of a marketing business and getting away from the less profitable manufacturing business.

In the fall of 1993, the management committed to completely modernize their packaging facilities. New packaging equipment was purchased in late 1993 and early 1994 with the latest technology of vacuum sealing. New logos and a bright new package design that is among the most attractive in the industry.

Sales in 1994 are projected to reach in excess of \$200,000.00. We have saved our most valuable customer K-Mart Stores, and increased the amount of product that they are carrying, as well as received approval to sell to more store locations than 1993. Several Wholesalers have added our line and

several other large wholesalers have increase our sales line.

In 1993 We added several new products to the line and sales of the new products are a significant part of the growth of the company, in addition to increasing our customer base. Many of our old customers have come back but we have had to prove to them that we can supply them before they will return to the large volummes they purchased in prior years.

Gitzit Inc in essentially debt free. With the exception of current debts that are paid on a 30 to 90 day basis, we owe no-one. We have reduced all of our overhead debt to a manageable figure and current debt is paid from sales. The first two years were serviced by loans from the owners, John A. Giffen and Christopher Hendershot who own 100% of the Stock of the Company.

In conclusion, Gitzit Inc. is and industry leader that fell on hard times because of mismanagement and financial plunder by the previous owner, who took money out of the company without regard to the needs of the company to survive. The new management has committed to getting the trust back of extremely loyal customers to a household brand name. Anyone that knows bass fishing knows the name Gitzit.

The present Owners are looking for capable investors with business know how to either purchase the company or invest in the company to leverage Gitzit, Inc. back to the top of the Soft Plastic Lure Industry which is a billion dollar industry today. We would like to see the company expand to other types of lures in addition to being the leader in soft plastic tubes. We

already have leads to obtain products in fly fishing, hard baits, spinner baits, and new accessories that required capital to obtain to improve the market share and stability of the company.

Christopher Hendershot is the President and General Manager of Gitzit, Inc. By profession he is a real estate Developer and builder. He has owned several companies in the real estate and marketing fields. He moved to St. George, Utah to take over management of Gitzit, Inc. when he co-purchased it in 1992.

John A. Giffen is an Attorney practicing law in St. George, Utah, with offices in Salt Lake City, Provo, and St. George, Utah and Sacramento California. He formerly was a partner in a law firm in California with eleven offices from Reading, California to Fresno, California. He moved to St. George, Utah in 1990 to raise his children in a small town atmosphere away from the crime and congestion of the city. He has experience in Sales, Marketing and law, and is presently serving as Vice-President of Marketing, and as legal counsel for Gitzit, Inc. as well as running his law firm; The Law Offices of John A. Giffen and Associates.

Please feel free to contact Mr. Giffen at 1-801-628-4800 for more information on the company.

Sincerely,

JOHN A. GIFFEN
VICE PRESIDENT
GITZIT, INC



BASS 'N MAN™

LURE COMPANY

P.O. BOX 340 WASHINGTON, UTAH 84780 1-801-628-1011

February 1988

The Spider Jig

The Spider Jig consists of 3 parts, a lead head, spider skirt, and double tail. The double tail is the tail section, or trailer of the lure. In addition to the double tail, other trailers can at times be very effective, such as worms, grubs, and pork trailers.

The Spider Jig was originally designed for bass, but works great on many other fish such as walleye, stripers, lake trout, and many salt water fish.

To assemble the Spider Jig, hold lead head with thumb and forefinger, slide spider skirt over hookpoint, then up on lead head, then follow with double tail. Put hookpoint in end of double tail, then thread it on till it pushes against spider skirt. Then bring hookpoint out so body of double tail is straight.

Other retrieves may work at times, but day-in-day out the best way to fish it is to cast out and let jig fall to the bottom. Then very slowly work jig back, working slowly so lure moves only a few inches at a time. Remember bass are ambush fish, they like to hide in or beside cover. When fishing visible cover such as bushes, rocks, logs, bridgepilings, weedlines and mossbeds, cast lure beyond target then swim back with rod tip held high. As lure enters ambush area, lower rod tip and let lure fall. Very active fish will catch lure before it hits bottom. Other places to find bass are points, drop-offs, submerged islands, etc. The slow bottom bumping retrieve is usually best around these locations.

Fishing the Fat Gitzit™

The Fat Gitzit is a hollow tube type bait, invented and registered by Bobby Garland. It consists of a lead head and hollow plastic tube with live-action tails. The Gitzit, with these thin breathing tails, has proven deadly on a large variety of fish, although it was originally designed for large and small mouth bass. To rig, start into head in the hollow portion of the Gitzit body, slide lead head all the way to nose of Gitzit and bring eye of hook through the skin of the Gitzit body. Make sure hook is aligned straight and body of Gitzit isn't curved, otherwise bait will cause line to twist.

I like to use a spinning rod & reel & 6 or 8 lb. test line, 1/16 or 1/8 lead heads in shallow water and heavier heads in deeper water. Look for likely ambush points such as rocks, bushes, logs, weed bed edges, etc. Cast beyond target, keep rod tip high, reel lure into ambush area with Gitzit near the surface, then lower rod tip and let lure fall with controlled slack. The breathing, sliding, spiraling action of the Gitzit will cause active bass to catch the lure on the fall.

The Gitzit also works well on points and drop-offs, using a slow bottom bumping retrieve, much like a plastic worm. Another technique is skipping the Gitzit beneath boat docks or overhanging tree limbs. The lighthead such as the 1/16 oz. works best for skipping. Another great technique is flipping the Gitzit. Our Texas rigged heads work great for this style of fishing as the bait is very weedless.

Good luck fishing!

A handwritten signature in cursive script that reads "Bobby Garland". The signature is fluid and stylized, with a long, sweeping tail on the final letter.

EXHIBIT 'C'

ASSIGNMENT OF TRADENAME GITZIT

October 27, 1990

Kingman, Arizona

ASSIGNMENT of TRADENAME "GITZIT"

The parties to this assignment are Linda J Garland, whose address is P.O.Box 480, Washington, Utah 84780 (hereinafter referred to as "Assignor"), and Garry Garland/Canyon Lures whose business address is 2445 Northern Avenue, Kingman, Arizona 86401. (Hereinafter referred to as "Assignee").

Whereas Assignor has recieved the approximate sum of ninty three hundred dollars and has not recieved a payment since July 1990 she is putting into action the Collateral assignment of Trademark and Trade names as issued her by Gulf Eastern Corporation and its CEO David N. Morton. (Exhibit A)

Whereas Assignor is a participant in the Stock Purchase agreement between Bass'n Man Lure Co., Inc. and Gulf Eastern Corporation, and Garland Manufacturing owning the trademarks, and knowing for a stated fact that there was and is no good will transferred with the documents in either case, Assignor is thus Assigning the use of the tradename, "GITZIT", (Exhibit B) to Assignee to be used in any way he may find beneficial to his interests with the exceptionation of any claim and or restriction that Bobby G. Garland may have upon the name.

As "Assignor" of the trade name I must state here that in fact the rightful owner of the Trademarks and Tradenames

is and shall be assigned to Bobby G. Garland as soon as possible.

Upon "Assignor" issuing this Assignment she requests that Bobby G. Garland, for the good of both Assignee and himself, assign the good will and use of this trade name as prescribed above. If no document be found, to this date, issued in opposition of this request then this shall be the legal issuance which determines the right of Assignee to put into use and keep in use the trade name "GITZIT", from this day forward until Assignee no longer has a use for the trade name.

Signed before me this DAY Below.

Dated this 27th day of October 1990

ASSIGNOR:

Linda J Garland

[Handwritten signature of Linda J. Garland]
LINDA J. GARLAND

ASSIGNEE:



[Handwritten signature of Doug Dusharm]
DOUG DUSHARM
NOTARY PUBLIC

EXHIBIT 'D'

SECURITY AGREEMENT

SECURITY AGREEMENT

Inception Date September 30, 1988

Debtor(s) Bobby and Linda Garland d/b/a
Name(s) Bass 'N Man Lure Company
Address(es) 507 North 1300 East
St. George, Utah 84770

Secured Party's Name & Address Five County Association of Govts. P.O. Box 1550 St. George, Utah 84770

TYPE OF SECURITY AGREEMENT: [X] Consumer Goods [X] Equipment [X] Inventory for Resale or Lease [X] Inventory, Accounts & Contract Rights

The undersigned Debtor(s) (hereinafter, whether one or more, called Borrower) hereby grants to the above-named Secured Party a Security Interest under the Uniform Commercial Code in the following described property (hereinafter called Collateral) subject to all applicable conditions contained herein, and including all proceeds, products and accessions thereto:

All machinery, equipment, furniture, inventory, fixtures, accounts receivable, and general intangibles now owned or hereinafter acquired, and proceeds thereof.

Copy

together with all parts, accessories, repairs, improvements, accessions, substitutions and replacements thereto at any time hereafter made or acquired.

All property of every kind and description in which the Borrower has or may acquire any interest now or hereafter at any time in the possession or control of the Secured Party for any reason including, without limitation, property delivered to the Secured Party as Collateral for safekeeping, or for collection or exchange for other property, and all dividends and distributions on and other rights in connection with such property. No after-acquired property Security Interest attaches to consumer goods other than accessions unless the Borrower acquires rights in them within 10 days after the Secured Party gives value;

All other equipment (as defined in the Uniform Commercial Code) hereafter at any time acquired by Borrower or in which Borrower obtains rights;

All personal property now owned or hereafter at any time acquired by Borrower, which is held for sale or lease, or is furnished or to be furnished under contracts of service, or is held as raw materials, work in process or materials used or consumed or to be used or consumed in Borrower's business, and all manufacturing and processing rights, patents, patent rights, licenses, trademarks, trade names and copyrights in connection therewith, including, without limiting the generality of the foregoing: All Documents of Title now existing or hereafter at any time acquired by Borrower and covering Goods of any type or kind hereinabove described;

All Accounts (rights to payment for Goods sold or leased or for services rendered) of Borrower now existing or hereafter at any time acquired; All Contract Rights (rights to payment under a contract for the sale or lease of Goods or the furnishing of services, which rights have not been earned by performance) of Borrower now existing or hereafter at any time arising;

To secure payment to the Secured Party at the address stated above all Borrower's promissory notes, debts, obligations and liabilities to Secured Party arising out of existing, concurrent or future credit granted by Secured Party to Borrower, to Borrower and another, or to another guaranteed or endorsed by Borrower, or howsoever created (hereinafter called Secured Obligations). However, on all transactions covered by Truth in Lending, when Borrower's notes, debts, obligations and liabilities to Secured Party arising out of existing, concurrent and future credit granted by Secured Party are secured by this Security Agreement, it will be so indicated on the document that evidences the transaction. Therefore this Security Agreement will in no way secure any form of Consumer Credit governed by the Truth in Lending Act unless the document which evidences the Consumer Credit Transaction indicates by proper disclosure that the Transaction is secured by this Security Agreement.

Borrower Warrants, Represents and Agrees:

1. The Collateral is/will be kept or used at the following location or locations if different than above:

Same as noted above.

and will not be removed from such location or locations unless, prior to any such removal, Borrower has given written notice to the Secured Party of the location or locations to which Borrower desires to remove the Collateral and the Secured Party has given its written consent to such removal.

2. The Borrower is an/a [] Individual [] Partnership, Corporation or other organization [X]

The Collateral [X] will [] will not be acquired by Borrower with the proceeds of the loan or advance made on or about the date hereof. If the Collateral will be so acquired, the Secured Party is authorized to disburse such proceeds directly to the seller of the Collateral.

The Borrower will use the Collateral primarily for [] personal, household or family purposes; [] farming operations; [X] business purposes. If the Collateral is or will become attached to real estate, is crops, timber to be cut, mined products, gas or oil to be extracted, the legal description of the real estate is:

A portion of lot 24, Millcreek Industrial Park, St. George, Utah 84770

and the name of the record owner is Bass 'N Man Lure Company

[] If checked, this financing statement is to be filed for record in the real estate records. By signing below, the Borrower agrees to all the provisions contained herein (including those set forth on the reverse hereof) on the inception date listed at the top of this Agreement.

Authorized Signature(s) of Secured Party—sign below only if filing this Document.

NOTICE TO BORROWER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement.

Debtor/Borrower Bobby Garland (TITLE)

Debtor/Borrower Linda Garland (TITLE)

Debtor/Borrower (TITLE)

3. The Collateral (except any thereof which Borrower, prior to the execution hereof, shall have advised the Secured Party in writing is of a type normally used in more than one state) will be kept at the address of Borrower set forth on other side, and will not be removed therefrom without the prior written consent of Secured Party.
4. If any of the Collateral is Equipment or Goods of a type normally used in more than one state (whether or not actually so used), Borrower will contemporaneously herewith furnish the Secured Party a list of the states wherein such Equipment or Goods are or will be used, and hereafter will notify the Secured Party in writing (i) of any other states in which the Equipment or Goods are so used, and (ii) of any change in the location of Borrower's chief place of business.
5. If Collateral is Consumer Goods, Fixtures or Equipment, Borrower will not sell, transfer, lease or otherwise dispose of the Collateral, or attempt or offer to do any of the foregoing, without the prior written consent of the Secured Party and unless the Proceeds of any such sale, transfer, lease or other disposition are paid directly to the Secured Party. No paragraphs contained in this Agreement shall be construed to authorize any such sale, transfer, lease or other disposition of the Collateral except on the conditions contained in the paragraphs pertaining to other types of Collateral.
6. The Secured Party shall have the authority, but shall not be obligated to: (a) Notify any or all Account Debtors (as that term is defined in the Uniform Commercial Code) of the existence of the Secured Party's Security Interest and to pay or remit all sums due or to become due directly to the Secured Party or its nominee; (b) place on any Chattel Paper received as Proceeds a notation or legend showing the Secured Party's Security Interest; (c) in the name of the Borrower or otherwise, to demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral; (d) take any action which the Secured Party may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power to perform any contract, to endorse in the name of Borrower any checks, drafts, notes or other instruments or documents received in payment of or on account of the Collateral; (e) to place upon Borrower's books and records relating to the Accounts and Contract Rights covered by the Security Interest granted hereby a notation or legend stating that such Account or Contract Right is subject to a Security Interest held by the Secured Party; and (f) after any Default, to enter upon and into and take possession of all or such part or parts of the properties of Borrower, including lands, plants, buildings, machinery, equipment and other property as may be necessary or appropriate in the judgment of the Secured Party to permit or enable the Secured Party to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of all or any part of the Collateral as the Secured Party may elect, and to use and operate said properties for said purposes and for such length of time as the Secured Party may deem necessary or appropriate for said purposes without the payment of any compensation to Borrower therefor.
7. Borrower will collect all Accounts until receipt of notice from the Secured Party to notify all Account Debtors of the existence of the Secured Party's Security Interest. Borrower will hold all of the Proceeds of such collections and all returned and repossessed Goods in trust for the Secured Party and will not commingle the same with any other funds or property of the Borrower, and will deliver the same forthwith to the Secured Party at its request; provided, however, that with respect to returned and repossessed Goods, Borrower will on demand pay to the Secured Party the full invoice or contract price thereof.
8. Borrower will not grant to any Account Debtor any rebate, refund, allowance or credit on any Account without the prior written consent of the Secured Party.
9. Borrower will not sell, lease or otherwise dispose of any Inventory Collateral other than in the ordinary course of his business at prices constituting the then fair market value thereof, or at the Minimum Release Price therefor contained herein or in any Supplement to Security Agreement further describing Inventory Collateral concerned. Borrower will not sell, transfer, lease or otherwise dispose of any Collateral other than Inventory Collateral, or attempt or offer to do so, without the prior written consent of the Secured Party. Borrower agrees to account for and pay over or deliver to the Secured Party all Proceeds of all Collateral promptly upon receipt thereof.
10. Borrower will keep accurate books, records and accounts with respect to the Collateral, and with respect to the general business of Borrower, and will make the same available to the Secured Party at its request for examination and inspection; and will make and render to the Secured Party such reports, accountings and statements as the Secured Party from time to time may request with respect to the Collateral; and will permit any authorized representative of the Secured Party to examine and inspect, during normal business hours, any and all premises where the Collateral is or may be kept or located.
11. Borrower will keep the Collateral (and all lands, plants, buildings, machinery, equipment and other property now or hereafter at any time owned or used by Borrower in connection with the manufacture, processing, production, storage, sale or lease of the Collateral) in good condition and insured against such risks and in such amounts as the Secured Party may request, and with an insurance company or companies satisfactory to the Secured Party, the policies to protect the Secured Party as loss payee as its interest may appear and to be delivered to the Secured Party at its request.
12. Borrower has or will acquire title to and will at all times keep the Collateral free of all liens and encumbrances, except the Security Interest created hereby, and has full power and authority to execute this Security Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the Security Interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by the Secured Party, is on file in any public office.
13. Borrower will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid Security Interest in the Collateral, and will pay all costs of filing and recording, or, when legally permissible, Borrower authorizes the Secured Party at the expense of the Borrower to execute and file on Borrower's behalf a financing statement or statements in those public offices deemed necessary by the Secured Party to protect its Security Interest in the Collateral. Borrower will deliver or cause to be delivered to the Secured Party any certificate or certificates of title to the Collateral with the Security Interest of the Secured Party noted thereon. Borrower shall pay all expenses, and upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Secured Party's Interest in it or rights under this Agreement.
14. Upon Default by Borrower in any of the preceding warranties, representations and agreements, the Secured Party at its option may (i) effect such insurance and repairs and pay the premiums therefor and the costs thereof and (ii) pay and discharge any taxes, liens and encumbrances on the Collateral. All sums so advanced or paid by the Secured Party shall be payable by Borrower on demand with interest at the maximum rate allowed by law and shall be a part of the Secured Obligations.
15. The occurrence of any of the following events shall constitute a Default: (a) Failure of Borrower, or of any co-maker, endorser, surety or guarantor to pay when due, by acceleration or otherwise, any amount payable under any of the Secured Obligations; (b) failure to perform any agreement of Borrower contained herein; (c) any statement, representation or warranty of Borrower made herein or at any time furnished to the Secured Party is untrue in any respect as of the date made; (d) entry of any judgment against Borrower; (e) appointment of a receiver for, loss, substantial damage to, destruction, theft, sale or encumbrance to or of any portion of the Collateral, or the making of any levy, seizure or attachment thereof; (f) Borrower becomes insolvent or unable to pay his debts as they mature or makes an assignment for the benefit of his creditors or any proceeding is commenced by or against Borrower alleging that he is insolvent or unable to pay his debts as they mature; (g) death of any Borrower who is a natural person or of any partner of any Borrower which is a partnership; (h) dissolution, consolidation or merger, or transfer of a substantial part of the property of any Borrower which is a corporation or a partnership; (i) such a change in the condition or affairs (financial or otherwise) of Borrower or any co-maker, endorser, surety or guarantor of any of the Secured Obligations as in the opinion of the Secured Party impairs the Secured Party's security or increases its risk; or (j) the Secured Party in good faith deems itself insecure for any reason whatsoever.
16. Whenever a Default shall exist, the Secured Party may, at its option and without demand or notice, declare all or any part of the unpaid balance of the Amount Financed plus accrued Finance Charges of the Secured Obligations immediately due and payable, and the Secured Party may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a Secured Party under the Uniform Commercial Code or any other applicable law, including the right to take possession of the Collateral. In addition, for the purpose of taking possession of the Collateral, the Secured Party may, as far as the Borrower can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated, and remove the same therefrom.
17. Borrower agrees, in the event of Default, to make the Collateral available to the Secured Party at a place or places acceptable to Secured Party, and when legally permissible to pay all costs of the Secured Party, including reasonable attorney's fees, in the collection of any of the Secured Obligations and the enforcement of any of the Secured Party's rights. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Borrower at the address shown on the reverse side hereof.
18. No delay or failure by the Secured Party in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. In case any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, and unenforceability shall not affect any other provision of this agreement.
19. If more than one party shall sign this Agreement, the term "Borrower" shall mean all such parties, and each of them, and all such parties shall be jointly and severally obligated hereunder and all provisions hereof regarding the Secured Obligations or Collateral of such parties shall apply to any Secured Obligation or any Collateral of any or all of them. This Security Agreement and the provisions hereof are to be binding upon the heirs, executors, administrators or successors of Borrower and benefit the heirs, executors, administrators or successors and assigns of Secured Party; they shall continue in force notwithstanding any change in any partnership party hereto, whether such change occurs through death, retirement or otherwise; and they are to be construed according to and governed by the laws of this State. The singular when used herein shall include the plural and the meaning of words shall apply to masculine and feminine as is appropriate. The validity, construction and enforcement of this Agreement are governed by the internal laws of this State. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code. Invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions.
20. A carbon, photographic or other reproduction of this Security Agreement is sufficient as a financing statement, where permitted by law.

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

Kelly Co. # 10448

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee. The filing fee is \$2.00 for each name listed in the Debtors box with Soc. Sec. No. and/or Emp. Fed. Tax I.D. No., otherwise the fee is \$10.00.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" X 8" or 8" X 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
 GARLAND, Bobby and Linda
 d/b/a Bass 'N Man Lure Co.
 507 North 1300 East
 St. George, Utah 84770
 Social Security of _____
 Emp. Fed. I.D. No. 87-0416209

2. Secured Party(ies) and address(es)
 Five County Assoc. of Govts.
 P.O. Box 1550
 237 North Bluff Street
 St. George, Utah 84770

4. This Financing Statement covers the following types (or items) of property:

All machinery, equipment, furniture, inventory, fixtures, accounts receivable, and general intangibles now owned or hereinafter acquired by Bobby and Linda Garland, d/b/a Bass 'N Man Lure Company, Incorporated.

Gross sales price of collateral

\$ _____ Sales

or use tax paid to State of _____

For Filing Officer (Date, Time, Number, and Filing Office)

5. Assignee(s) of Secured Party and Address(es)

Microfilm No.

The Secured party is _____ is not _____ a seller or Purchase money lender of the collateral.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

3. Maturity date (if any):

Approved by Division of Corporations and Commercial Code, Department of Business Regulations.

Bobby Garland and Linda Garland

Five County Association of Governments

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) FILING OFFICER COPY - ALPHABETICAL

ASSIGNMENT OF RIGHTS

Five County Association of Governments, hereinafter referred to as AOG, hereby assigns and irrevocably sets over all their right, title and interest in the promissory note dated October 22, 1988, and executed by BASS 'N MAN LURE COMPANY, and Bobby and Linda Garland as owners, in the amount of \$40,065.00, including the Security Agreement UCC-1 filing, perfecting their security interest in "All Machinery, equipment , furniture, inventory, fixtures, accounts receivable , and general intangibles now owned or hereinafter acquired, and proceeds thereof", filing number 184774, together with all other claims it has against Bass 'N Man Lure Co. Inc, Original Lures Inc., Gulf Eastern Corporation, David Morton Individually and as an officer of any of the above Corporations, including but not limited to, their position as Plaintiff in a lawsuit filed in Washington County against all of the above entities, case #920500200 and any other action filed against the above persons and entities; to Christopher Hendershot, hereinafter referred to as "Hendershot" for the sum of Twenty Two Thousand and Five Hundred and no/100 Dollars.

AOG specifically assign and sets over all claims they now have or might assert in any and all intangibles in the security agreement, including but not limited to any claim they may have in trademarks, goodwill or other intangibles in BASS 'N MAN LURE COMPANY, Original Lures Inc., Gulf Eastern Corporation, or David

Morton individually.

Christopher Hendershot hereby agrees to indemnify and hold harmless AOG against any and all claims made by David Morton, Bass 'N Mann Lure Company, Inc, Original Lures Inc, or Gulf Eastern Corporation under the note, security agreement or lawsuit that might arise.

In exchange for the above consideration, AOG specifically assigns to Hendershot, payment of any other amounts arising from the above note and security agreement or claims they may have from the bankruptcy Filed by Bass 'N Man Lure company Inc., including attorney fees from that action or the above Washington County, Utah action.

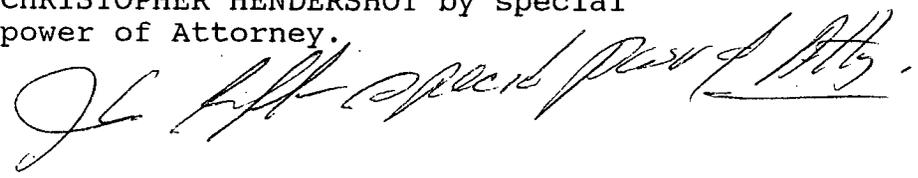
Hendershot shall substitute in the Washington County lawsuit as party plaintiff with his own counsel, within five day of the signing of this assignment.

Dated:


FIVE COUNTY ASSOCIATION OF GOVT.

Dated:


CHRISTOPHER HENDERSHOT by special
power of Attorney.



NOTICE OF PUBLIC FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that a public foreclosure sale will be held on Wednesday May 6, 1992 at 11:00 a.m. at the offices of Bass'n Man Lure Company, Inc., d/b/a Original Lures, 815 Red Rock Road, St. George, Utah. At said sale, Christopher Hendershot, a secured creditor of Bass'n Man Lure Company, Inc., d/b/a Original Lures, will cause the interest of said debtor in the following described property to be sold at public auction in order to satisfy an indebtedness secured thereby:

All machinery, furniture, inventory, fixtures, accounts receivables and general intangible property.

FURTHER NOTICE IS GIVEN that any person interested in bidding at the sale may inspect the property at the above location beginning at 9:00 a.m. on the day of the sale. The property may be sold in lots or as a whole and may be sold with or without warranty of title. All persons interested in bidding will be required to register prior to the sale, all payments must be in cash or in guaranteed funds and the creditor reserves the right to set a minimum bid or to refuse any bid deemed to be unreasonably low.

DATED this 29th day of April, 1992.


Michael L. Miller
Attorney for Creditor
32 East 100 South, Suite 203
St. George, Utah 84770
Tel: (801) 628-7525

**NOTICE OF
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(Cont. next column)

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Dated this 29th day of April, 1992.

Michael L. Miller
Attorney for Creditor
32 East 100 South,
Suite 203
St. George, Utah 84770
Tel: (801)628-7425

Pub#9553 published
April 30, May 1, 2, 3, 4, 5,
1992

The Daily Spectrum,

EXHIBIT 'E'

STIPULATED JUDGMENT

Ken Suzanne 673-3548

Michael Miller (#4633)
Attorney at Law
32 E. 100 South
St. George, Utah 4770
(801) 628-1435

Attorney for Plaintiff

MAY 22 1992
CLERK
DEPUTY
COPY

IN THE FIFTH JUDICIAL DISTRICT COURT
IN AND FOR WASHINGTON, STATE OF UTAH

CHRISTOPHER HENDERSON

PLAINTIFF

v.
BASS'N MAN LURE COMPANY, INC.,
a Utah Corporation, DAVID
MORTON, an individual, and
GULF EASTERN CORPORATION, A
NEVADA CORPORATION,
Defendants.

Stipulated Judgment

Judge:

Civil No. 920500200

DAVID MORTON, as an individual and as President of Bass'N Man Lure Company, Inc. a Utah Corporation; Gulf Eastern Corporation, a Nevada Corporation; and Original Lures Inc. a pending Nevada Corporation hereby enters into this agreement with Christopher Henderson, substituted plaintiff for Five County Association of Governments, for the purposes of settling all claims in the above entitled action.

David Morton, as an individual and as President of

CH
CH

PAGE TWO

the above corporate entities withdraws his motion for dismissal, quasi service, and others filed on February 25, 1992.

David Morton, as President of Bass 'N Man Lure Company, Inc hereby surrenders possession of all collateral secured under the note and security agreement that is the subject of this action. He further acknowledges a notice of right to retain collateral by Secured Creditor, Five County Association of Governments, by and through their assignee, Christopher Hendershot, and his attorney, Michael Miller. David Morton further waives on behalf of Bass 'N Man Lure Company, Inc, their right to object within thirty days, under UCA 70A-9-505 (2) to the retention of collateral by Hendershot, and further waives their right to redeem the collateral under UCA 70A-9-506.

David Morton, as President of Bass 'N Man Lure Company, Inc., a Utah Corporation, and Gulf Eastern Corporation, a Nevada corporation, stipulate that all assets owned by Bass 'N Man Lure Company, Inc, including, but not limited to, the Trademarks owned, registered to, or assigned to either Bass 'N Man Lure Company, Inc., AKA Original Lures, Inc, an unformed, pending Nevada Corporation, shall be deemed to be included in the collateral covered in the security agreement that is the subject of this action. Bass 'N Man Lure Company, Inc., AKA Original Lures, Inc. and Gulf Eastern Corporation, waive all their right, title, and interest in and to that collateral, including but not limited to the inventory, accounts receivables, customer lists, equipment,

[Handwritten signatures]
 CH DH

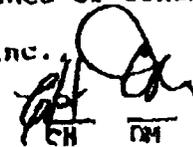
PAGE THREE

goodwill and other intangibles and specific trademarks used in either of those corporations, either as registered owners of those trademarks or as successors in interest of Bobby and/or Linda Garland, Garland Manufacturing, or Bass 'N Mann Lure Company, including but not limited to the following trademarks:

"Bass 'N Man" registration number 1,532,163; "Citizit" registration number 1,503,139; "Texas Rigger" registration number 1,508,381; "Hard Times Grub" registration pending, "G-Tail" registration pending; "Belly-Button" registration pending; and any and all other trademarks registered or pending by Bass 'N Mann Lure Company or Original Lures, Inc.

David Morton, as President of Bass 'N Mann Lure Company, Inc., a Utah Corporation, AKA Original Lures, Inc., a pending Nevada Corporation, hereby covenants and agrees that he shall execute any and all documents necessary to evidence and register with the Patents and Trademarks office in Washington, D.C. the ownership of all trademarks, by Chris Mandershot or his assigns under the Security Agreement to effectuate the terms of this stipulated Judgment.

Christopher Mandershot, as assignee of the security interest that is the subject of this action hereby accepts the above assignments of trademarks, and collateral, including all equipment, inventory, accounts receivables, goodwill and other intangibles, including the above mentioned trademarks, now owned or controlled by Bass 'N Mann Lure Company Inc. Utah



CH CM

Page Four

Corporation hereby warrants that he has not assigned any of the collateral secured under the security agreement, including but not limited to the trademarks discussed above, to any other person or entity.

Christopher Hendershot, as assignee of the Security Interest that is the subject of this action hereby accepts the above collateral, including all equipment, inventory, accounts receivables, goodwill and other intangibles, including the above mentioned trademarks owned or controlled by Bass 'N Man Lure Company Inc., a Utah, AKA Original Lures, Inc, a pending Nevada Corporation, as payment of the note and security agreement in this action in an amount of approximately \$27,978.17, interest and late fees in excess \$2,800.00, and \$74,221.00 expended to date to protect the collateral and waives all rights to a deficiency judgment in this action against all Defendants, and accepts the above surrender as full satisfaction of all claims against all Defendants.

Dated:

5/6/92 
Christopher Hendershot, Plaintiff

Dated:

5/6/92 
Michael Miller, Attorney for Plaintiff

Page Five

Dated:

David Murton

David Murton, Individually and as president of Bass'n Man Lure Company, Inc. AKA Original Lures, Inc., Original Lures Inc., a pending Nevada Corporation, Gulf Eastern Corporation, a Nevada Corporation

Dated:

J. A. Glynn 5-6-92
John A. Glynn, ATTORNEY FOR PLAINTIFF
Defendant

UPON READING THE ABOVE AGREEMENT AND GOOD CAUSE APPEARING IT IS SO ORDERED.

DATED:

[Signature]
JUDGE OF THE DISTRICT COURT

EXHIBIT 'F'

DECLARATION OF BRETT CHRISTENSEN

DECLARATION
Of
BRET CHRISTENSEN

I was one of the original employees of Bobby Garland's "BASS 'n MAN" Fishing Lures Company. I remained with the company until the doors were closed because of defaulting on a loan payment to The Five Counties Government.

I participated in the creation of the lure later named 'FAT GITZIT' being personally acquainted with both Bobby Garland and his brother Gary. Their relationship was strained, at best, and Gary never was involved in ownership or management of "BASS 'n MAN". I know that Gary was never given any permission or rights by Bobby Garland for the use of the 'GITZIT' mark or product. Gary did eventually create his own fishing lure company called "CANYON LURES" and produced lures similar if not identical to those of his brother's including an exact copy of the 'FAT GITZIT' and calling it 'FATSEE'.

I have been working with GITZIT, INC. since its purchase of BASS 'n MAN in 1992 and have been manufacturing 'ORIGINAL GITZIT' Lures throughout the intervening 16 years to present either as an employee or an independent contractor.

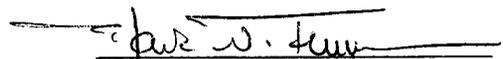
I declare the foregoing to be true and accurate to the best of my knowledge.

DATED: 5/29/08


BRET CHRISTENSEN

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

On May 29, 2008 personally appeared before me, Bret Christensen, signer of the above Declaration who duly acknowledges that he executed the same.


Notary Public
Residing at Washington County

My Commission Expires: 10/13/09

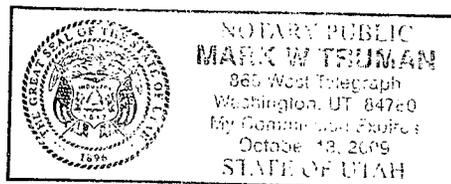


EXHIBIT 'G'

DECLARATION OF DON IOVINO

designed a method to fish their FATZEE lure, which was Bobby's GITZIT, renamed. I continued to work for Gary until he sold the company.

Bobby Garland was the first to come up with the name 'GITZIT' and marketed his lure under the name 'FAT GITZIT'. Some years later, Gary Garland began marketing almost identical lures calling them 'FATZEES'.

Approximately two years ago, in 2006, Gary Garland's Canyon Plastics changed the name of their FATZEE lures to 'GITZIT' and began calling them the Original Gitzit. As I tell people at my seminars, the original Gitzit comes from Bobby Garland's original company. This company was passed on to Gitzit, Inc. which included all the original molds, tooling, inventory and even the same employee, Bret Christiansen, who produced the GITZIT lure with the most unique colors in the industry.

Gitzit, Inc. is still in St. George, Utah where it all started and still using the same P.O. Box and telephone number.

THE FOREGOING IS TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE.

DATED: May 22, 2008


DON IOVINO

STATE OF CALIFORNIA }
 :SS
COUNTY OF LOS ANGELES }

SUBSCRIBED AND SWORN to before me on this 22 day of May, 2008.

MY COMMISSION EXPIRES:

05/14/2011


NOTARY PUBLIC
Residing in Los Angeles County

