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U.S. Department of Commerce
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TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: CROSMAN CORPORATION

Execution Date Month Day Year: 10-18-99

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: DELAWARE

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BANK OF AMERICA, N.A., AS AGENT

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2): 40 EAST 52ND STREET

Address (line 3): NEW YORK (City) N.Y., USA (State/Country) 10022 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[ ] Corporation [ ] Association

[X] Other: BANKING INSTITUTION

[ ] Citizenship/State of Incorporation/Organization

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10/25/1999 MTHAI1 00000260 612019

01 FC:481 40.00 OP
02 FC:482 500.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-836-7036

Name MICHAEL BERTISCH

Address (line 1) KAYE, SCHOLER, FIERMAN, HAYS & HANDLER, LLP

Address (line 2) 425 PARK AVENUE

Address (line 3) NEW YORK, N.Y. 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			612,019		

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 540.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

CAROLYN DERIGGS		10-18-99
Name of Person Signing	Signature	Date Signed

Schedule A

Trademark Registrations

Nature of Interest	Registered Trademark	Registration Number	Property Covered	Date Registered
Owned	POWERLET	612,019	Class 9	09/13/55
Owned	BENJAMIN	639,534	Class 13	01/08/57
Owned	SUPER B-B	792,385	Class 9	07/06/65
Owned	CROSMAN	975,285	Class 9 & 22	12/25/73
Owned	CROSMAN & DESIGN	1,032,209	Class 13 & 28	02/03/76
Owned	PELLGUNOIL	1,156,061	Class 4	06/02/81
Owned	COPPERHEAD	1,163,642	Class 13	08/04/81
Owned	CHALLENGER	1,336,551	Class 13	05/21/85
Owned	VISIBLE IMPACT	1,716,028	Class 28	09/15/92
Owned	REPEATAIR	1,770,775	Class 13	05/11/93
Owned	SILVER STREAK	1,784,446	Class 13	07/27/93
Owned	BLUE STREAK	1,785,446	Class 13	08/03/93
Owned	SHERIDAN	1,789,292	Class 13	08/24/93
Owned	POWERMASTER	1,860,855	Class 13	11/01/94
Owned	PUMPMASTER	1,866,921	Class 13	12/13/94
Owned	SPRINGMASTER	1,984,684	Class 13	07/02/96
Owned	EQUALIZER	1,984,730	Class 28	07/02/96
Owned	COPPERHEAD	2,054,289	Class 13 & 28	04/22/97
Owned	CROSBLOCK	2,182,963	Class 13	08/18/98

Trademark Applications

Nature of Interest	Trademark Application relates to the following Trademarks	Serial Number	Property Covered	Country of Application
Owner	PRESSUREMATE	75/729,893	Class 11	United States
Owner	REPEATAIR	75/752,052	Class 13	United States

Doc #1786659.NY

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Crosman Corporation, a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Bank of America, N.A., a national banking association, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") under that certain Loan and Security Agreement dated as of the date hereof, among Assignor, the Guarantors named therein, the Lenders and the Assignee (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") and for itself as Agent thereunder, and Assignor is a party to a Trademarks, Copyrights and Patents - Collateral Assignment, Security Agreement and Mortgage, dated the date hereof (the "Agreement") in favor of Assignee;

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, lien on, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all formulae, know-how and related items necessary and appropriate so as to afford to the Secured Party the practical benefits of the assignment and security interest in the Trademarks created hereby, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Credit Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, lien on, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in, lien on, and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 East 52nd Street, New York, N.Y.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 18th day of October, 1999.

CROSMAN CORPORATION

By: _____
Name: Leonard Rickett
Title: President

Doc #1783100.NY