

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stoney Point Products, Inc.		08/19/2005	CORPORATION: MINNESOTA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2924889	CONVERTAPOD
Registration Number:	2691585	POLECAT
Registration Number:	2350215	STONEY POINT
Registration Number:	2350214	STONEY POINT
Registration Number:	2644942	STONEY POINT
Registration Number:	2637925	STONEY POINT
Registration Number:	1772320	STEADY-STIX

## CORRESPONDENCE DATA

Fax Number: (312)577-4752

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

Email: penelope.johnson@kattenlaw.com

Correspondent Name: Penelope S. Johnson

Address Line 1: 525 W. Monroe Street

Address Line 2: c/o Katten Muchin Rosenman LLP

TRADEMARK

REEL: 003154 FRAME: 0789

900031633

CH \$190.00 2924889

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Penelope S. Johnson

Signature:

/Penelope S. Johnson/

Date:

09/07/2005

Total Attachments: 6

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2005, is between **STONE POINT PRODUCTS, INC.**, a Minnesota corporation (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

### **RECITALS**

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

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

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

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

- (1) each Trademark, Trademark registration and Trademark application (other than Trademark applications based on an "Intent-to-Use" the marks), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest

therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark);

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

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

Notwithstanding anything to the contrary contained herein or in the Security Agreement, to the extent unnecessary or otherwise undesirably in the ordinary course of Grantor's business, in the reasonable business judgment of Grantor, Grantor shall not have any duty to (i) prosecute any Trademark or servicemark applications pending as of the date hereof or after; (ii) preserve or maintain any Trademarks; or (iii) ensure that the Trademarks are and remain enforceable.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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

**STONEY POINT PRODUCTS, INC.**, a  
Minnesota corporation, as Grantor

By:                     *De Rlt*                      
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

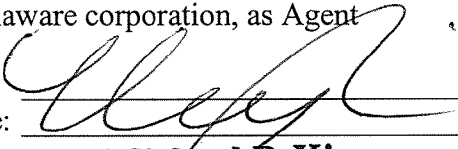
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**STONEY POINT PRODUCTS, INC.,** a  
Minnesota corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: \_\_\_\_\_  
Title: **Michael P. King**  
**Director**

**Schedule A**  
**to**  
**Trademark Security Agreement**  
**executed by Stoney Point Products, Inc.**

**U.S. Trademark Registrations**

<b><u>Holder</u></b>	<b><u>Trademark</u></b>	<b><u>Reg. #</u></b>	<b><u>Reg. Date</u></b>
Stoney Point Products, Inc.	CONVERTAPOD	2,924,889	02/08/05
Stoney Point Products, Inc.	POLECAT	2,691,585	02/25/03
Stoney Point Products, Inc.	STONEY POINT	2,350,215	05/16/00
Stoney Point Products, Inc.	STONEY POINT & Design	2,350,214	05/16/00
Stoney Point Products, Inc.	STONEY POINT	2,644,942	11/05/02
Stoney Point Products, Inc.	STONEY POINT & Design	2,637,925	10/22/02
Stoney Point Products, Inc.	STEADY-STIX	1,772,320	05/18/93

**Foreign Trademark Registrations**

None.

**U.S. Trademark Applications**

None.

**Foreign Trademark Applications**

None.

**Trademark Licenses**

None.

**STONEY**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>	<b><u>Status</u></b>
stoney point	2637925	October 22, 2002	Assigned to GE
stoney pint	2350215	May 16, 2000	assigned to GE
stoney point	2350214	May 16, 2000	Assigned to GE
Stoney Point	1644942	November 5, 2002	assigned to GE
Polecat	2691585	February 25, 2003	Assigned to GE
Covertapod	2924889	February 8, 2005	Assigned to GE
Steady-stix	1772320	May 18, 2003	Assigned to GE