TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as agent		01/10/2002	Banking Institution:

RECEIVING PARTY DATA

Name:	Crosman Corporation
Street Address:	Routes 5 & 20
City:	East Bloomfield
State/Country:	NEW YORK
Postal Code:	14443
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	71674324	POWERLET
Serial Number:	72007741	BENJAMIN
Serial Number:	72188427	SUPER B-B
Serial Number:	72431821	CROSMAN
Serial Number:	73043022	CROSMAN
Serial Number:	73233595	PELLGUNOIL
Serial Number:	73252573	COPPERHEAD
Serial Number:	73501401	CHALLENGER
Serial Number:	74186786	VISIBLE IMPACT
Serial Number:	74280538	SILVER STREAK
Serial Number:	74280539	SHERIDAN
Serial Number:	74280540	BLUE STREAK
Serial Number:	74472448	PUMPMASTER
Serial Number:	74472449	POWERMASTER

CH $515.00 71674324

Serial Number:	74589165	SPRINGMASTER
Serial Number:	74614828	EQUALIZER
Serial Number:	75013703	COPPERHEAD
Serial Number:	75240072	CROSBLOCK
Serial Number:	75729893	PRESSUREMATE
Serial Number:	75752052	REPEATAIR

CORRESPONDENCE DATA

Fax Number: (703)720-7801

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

Phone: 703-720-7800

Email: adavis-tyc@ssd.com

Correspondent Name: Bryan A. Sims, Esq.

Address Line 1: 8000 Towers Crescent Drive

Address Line 2: 14th Floor

Address Line 4: Tysons Corner, VIRGINIA 22182-2700

ATTORNEY DOCKET NUMBER:	64896.00009
NAME OF SUBMITTER:	Bryan A. Sims
Signature:	/Bryan A. Sims/
Date:	12/27/2006

Total Attachments: 7

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Bank of America

Bank of America Commercial Finance
335 Madison Avenue, 6th Floor
New York, NY 10017

Tel 212.503.7000
Fax 212.503.7340

January 10, 2002

Manufacturers and Traders Trust Company
255 East Avenue
Rochester, New York 14604

Re: Crosman Corporation

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement, dated as of October 18, 1999 ("Loan Agreement"), among Crosman Corporation ("Borrower") and Bank of America, N.A., as agent ("Bank"). Capitalized terms that are defined in the Loan Agreement and used without definition herein shall have the meanings given to them therein. Bank understands that, on the Payoff Date (as hereinafter defined), Borrower expects to obtain refinancing (the "Refinancing") from Manufacturers and Traders Trust Company ("New Lender") for the purpose of repaying in full all of the obligations and liabilities of Borrower to Bank (except as herein provided) under or in respect of the Loan Agreement, including without limitation the obligations to IBJ Whitehall Business Credit Corporation ("IBJ") as well as to Bank of America, N.A. acting for itself (collectively, the "Bank Obligations"). IBJ hereby confirms to New Lender that Bank is authorized to act as agent for and on behalf of IBJ for all purposes under this letter.

1. This letter will confirm that all of the Bank Obligations, other than those obligations which survive termination of the Loan Agreement as provided in the Loan Agreement or except as otherwise herein provided, shall be deemed satisfied and paid in full upon receipt by Bank of the following (the date on which all of the conditions shall first be satisfied is herein referred to as the "Payoff Date"):

(a) no later than 2:00p.m., eastern standard time, on January 10, 2002, a wire transfer of immediately available funds to Bank in the aggregate amount of $14,923,826.57, subject to adjustment as set forth in paragraph 2 (as so adjusted the "Payout Amount"), consisting of:

TRADEMARK
REEL: 003451 FRAME: 0341

(i) $14,891,075.18 in respect of unpaid principal outstanding under the Loan Agreement (assuming no further loans or repayments are made);

(ii) $24,494.73 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (the per diem accrual of such interest being $2,383.29 per day); and

(iii) $8,256.66 representing expenses and fees of Bank payable pursuant to the Loan Agreement.

(b) a fully executed counterpart of this letter agreement signed by Borrower and New Lender.

2. If the assumptions set forth above with respect to the calculation of the principal, interest, fee, and expense components of the Payout Amount are not correct, Bank will so advise Borrower and notify Borrower in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in the amounts of principal, interest, fees, and expenses. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Bank for itself and IBJ releases, on and with effect from the Payoff Date, all of its security interests, mortgages, and liens created as security for the Bank Obligations.

3. The Payout Amount is to be transferred to Bank of America NT&SA, 1850 Gateway Blvd, Concord, CA 94520, ABA No.: 121000358; Account Number: 12353-03848, Account Name: Bank of America Business Credit, by wire transfer of immediately available funds, for receipt no later than 2:00 p.m., pacific standard time, on the Payoff Date.

4. Borrower hereby confirms that the commitments of Bank to make loans or issue Letters of Credit under the Loan Agreement are terminated as of the Payoff Date, and, as of the Payoff Date, Bank has no further obligation to make loans to, or to issue Letters of Credit on behalf of, Borrower. Notwithstanding termination of the Loan Agreement, all obligations of Borrower under the Loan Agreement which by their terms are intended to survive termination shall continue in full force and effect. In furtherance thereof, the Borrower acknowledges and agrees that its obligations and liabilities under the Loan Agreement and the other Loan Documents shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payout Amount or any other amounts applied by Bank to the Bank Obligations is voided or rescinded or must otherwise be returned by Bank upon the Borrower's insolvency, bankruptcy or reorganization or otherwise.

5. Upon the satisfaction of the conditions referred to in Paragraph 1 above and at the expense of Borrower,

TRADEMARK
REEL: 003451 FRAME: 0342

(a) Bank authorizes New Lender to execute and file any Uniform Commercial Code termination statements as are reasonably necessary to release, as of record, the financing statements and all other notices of security interests and liens previously filed, recorded or registered by Bank with respect to the Bank Obligations,

(b) Bank will execute and deliver a Satisfaction of the Mortgage in the form attached hereto as Exhibit A with the blanks filled in, and

(c) the Bank will execute and deliver to New Lender all other re-assignments of trademarks, discharges of security interests, releases of liens on vehicle titles, and other similar discharge or assignment documents in recordable form as are reasonably necessary to release, as of record, the financing statements and all other notices of security interests and liens previously filed, recorded or registered by Bank with respect to the Bank Obligations.

Borrower agrees to pay Bank for all out-of-pocket costs and expenses incurred by Bank in connection with the matters referred to in the previous sentence. Borrower acknowledges that Bank's execution of and/or delivery of any documents releasing any security interest or claim in any property of Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Bank as to Bank's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any collateral, or any other matter. Notwithstanding anything to the contrary contained in any of such releases or other documents, the obligations and liabilities of the Borrower to Bank under or in respect of the Loan Agreement insofar as such obligations and liabilities survive termination of the Loan Agreement shall continue in full force and effect.

6. Borrower acknowledges that the amounts referred to in Paragraph 1 above are due and owing pursuant to the provisions of the Loan Agreement and confirms its agreement to the terms and provisions of this letter by returning to Bank a signed counterpart of this letter. This letter may be executed in several counterparts (and by each party on a separate counterpart), each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Upon the execution and delivery of this letter by New Lender, Borrower, and Bank, this letter shall take effect as a binding agreement.

7. Bank hereby releases and forever discharges Borrower from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Agreement (except as herein specifically set forth). Borrower hereby releases and forever discharges Bank and its representatives, assigns, officers, directors, agents, employees and attorneys from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Agreement.

8. Borrower and Bank hereby warrant and represent to the other that they have not assigned or in any other way conveyed, transferred, or encumbered all or any portion of the claims or rights covered by this letter agreement and are executing this letter agreement

TRADEMARK
REEL: 003451 FRAME: 0343

voluntarily, after consultation with counsel, and with full knowledge of its significance.

9. The release by Bank provided for herein is conditioned upon the final payment, in cash, of all of the Bank Obligations and all checks and other instruments delivered by Borrower to Bank, and Borrower agrees to repay Bank, on demand, the amount of any such check or other instrument that may be returned for nonpayment and any other Bank Obligations which remain unpaid.

10. Bank and Borrower agree to execute such other documents as the other may reasonably request in order to accomplish the matters referred to in this letter.

11. This letter shall terminate and be of no further force and effect if the Payout Amount and an executed copy of this letter are not received by January 11, 2002.

Very truly yours,

BANK OF AMERICA, N.A., as agent for itself and
IBJ Whitehall Business Credit Corporation

By: _____
Name: EDMUNDO KAHN
Title: VP

IBJ WHITEHALL BUSINESS CREDIT CORPORATION

By: _____
Name: _____
Title: _____

Agreed to by the undersigned:

Crosman Corporation

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 003451 FRAME: 0344

voluntarily, after consultation with counsel, and with full knowledge of its significance.

9. The release by Bank provided for herein is conditioned upon the final payment, in cash, of all of the Bank Obligations and all checks and other instruments delivered by Borrower to Bank, and Borrower agrees to repay Bank, on demand, the amount of any such check or other instrument that may be returned for nonpayment and any other Bank Obligations which remain unpaid.

10. Bank and Borrower agree to execute such other documents as the other may reasonably request in order to accomplish the matters referred to in this letter.

11. This letter shall terminate and be of no further force and effect if the Payout Amount and an executed copy of this letter are not received by January 11, 2002.

Very truly yours,

BANK OF AMERICA, N.A., as agent for itself and
IBJ Whitehall Business Credit Corporation

By: [signature]
Name: EDMUNDO KAKU
Title: VP

IBJ WHITEHALL BUSINESS CREDIT CORPORATION

By: [signature]
Name: [illegible] Robert A. Beckwith
Title: [illegible]

See attached

Agreed to by the undersigned:

Crosman Corporation

By: [signature]
Name: Robert A. Beckwith
Title: Vice President

TRADEMARK
REEL: 003451 FRAME: 0345

voluntarily, after consultation with counsel, and with full knowledge of its significance.

9. The release by Bank provided for herein is conditioned upon the final payment, in cash, of all of the Bank Obligations and all checks and other instruments delivered by Borrower to Bank, and Borrower agrees to repay Bank, on demand, the amount of any such check or other instrument that may be returned for nonpayment and any other Bank Obligations which remain unpaid.

10. Bank and Borrower agree to execute such other documents as the other may reasonably request in order to accomplish the matters referred to in this letter.

11. This letter shall terminate and be of no further force and effect if the Payout Amount and an executed copy of this letter are not received by January 11, 2002.

Very truly yours,

BANK OF AMERICA, N.A., as agent for itself and
IBJ Whitehall Business Credit Corporation

By:_____
Name:_____
Title:_____

IBJ WHITEHALL BUSINESS CREDIT CORPORATION

By:_____
Name: Bruce Kaspar
Title: V.P.

Agreed to by the undersigned:

Crosman Corporation

By:_____
Name:_____
Title:_____

TRADEMARK
REEL: 003451 FRAME: 0346

The undersigned, Manufacturers and Traders Trust Company ("New Lender"), agrees to indemnify Bank of America, N.A. ("Bank") from, and hold Bank harmless against all losses and liabilities which Bank may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any check or other item (i) which has been credited by Bank to Borrower's account with Bank, or (ii) the proceeds of which are forwarded to New Lender at any time after the Payoff Date, together with any expenses or other charges incident thereto. The amount of any such losses or liabilities indemnified hereunder shall be paid to Bank promptly by New Lender upon Bank's demand therefor, and the amount of such demand shall be conclusive upon New Lender. New Lender acknowledges and agrees that its obligation to make such payments shall not be conditioned upon any prior demand by Bank upon Borrower with respect thereto. All claims hereunder must be made within 45 days of the Payoff Date with respect to claims under clause (i) hereof; and within 45 days of the event that gives rise to such a claim in the case of clause (ii) hereof.

Manufacturers and Traders Trust Company

By: _____

Name: J. Theodore Smith

Title: Vice President

TRADEMARK

RECORDED: 12/27/2006

REEL: 003451 FRAME: 0347