

11-16-2007

RECO
TR

103461439

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Crosman Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Citizenship (see guidelines) Delaware

Execution Date(s) January 5, 2007

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Manufacturers and Traders Trust Company

Internal

Address: _____

Street Address: 255 East Avenue

City: Rochester

State: NY

Country: _____ Zip: 14604

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other _____ Citizenship _____

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

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

A. Trademark Application No.(s)
Schedule A

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Neal L. Slifkin

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8813

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-0865

Authorized User Name Neal L. Slifkin

9. Signature:

Neal L. Slifkin

Signature

Neal L. Slifkin

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02 FC:8522

40.00 UP
25.00 UP

TRADEMARK
REEL: 003662 FRAME: 0017

SCHEDULE A

| <u>MARK</u> | <u>APPLICATION NO.</u> | <u>APPLICATION DATE</u> |
|-------------|------------------------|-------------------------|
| DISCOVERY | 77/308,641 | October 19, 2007 |
| EXPEDITION | 77/308,635 | October 19, 2007 |

000506 123718.1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of January 5, 2007, is entered into between CROSMAN CORPORATION, a Delaware corporation with an address of 7629 Routes 5 & 20, East Bloomfield, New York 14443 ("*Grantor*"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation having an address of 255 East Avenue, Rochester, New York 14604, as Administrative Agent for the ratable benefit of the Lenders described in the Credit Agreement described below, with reference to the following:

WHEREAS, Grantor has entered into a Credit Facility Agreement dated as of January 5, 2007 (as amended, restated, or replaced and in effect from time to time, the "*Credit Agreement*"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make credit facilities available to the Grantor; and

WHEREAS, it is a condition precedent to the Secured Party's making credit facilities available to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent named above for the ratable benefit of the Secured Parties; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and UCC. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in Section 2.

"*PTO*" means the United States Patent and Trademark Office.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York.

2. Construction. In this Agreement. The following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

3. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (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), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section attach to, nor shall "*Collateral*" include, (a) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights of interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation, unlawfulness, or unenforceability of any right, title or interest of any Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or government regulation (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract,

property right or agreement that does not result in any of the consequences specified in (i) or (ii) above, including, without limitation, any Proceeds of such lease, license, contract, property right or agreement; or (b) any application to register trademarks in the PTO based upon Grantor's "intent to use" such trademark (but only if the grant of a security interest in such "intent to use" trademark violates 15 U.S.C. §1060(a)) unless and until a "Statement of Use" of "Amendment to Allege Use" is filed with the PTO with respect thereto, at which point the Collateral shall include, and the security interest granted hereunder shall be attached to, such application.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

4. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other Security Documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Loan Documents, all terms and provisions of which are incorporated herein by reference.

5. Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of registered trademarks, trademark registrations or applications owned by Grantor, in whole or in part, is set forth in Schedule A.

6. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall promptly notify Secured Party in a writing signed by the Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.

7. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or

renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 7, Grantor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

10. Entire Agreement; Amendment. This Agreement and the Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may modify, amend or supplement the Schedules hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

12. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall automatically terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

13. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection

herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.


14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

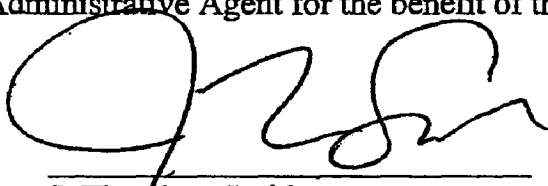
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

CROSMAN CORPORATION

By: 
Robert A. Beckwith
Vice President

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Administrative Agent for the benefit of the Lenders described in the Credit Agreement

By: 
J. Theodore Smith
Vice President

SCHEDULE A
TO THE TRADEMARK SECURITY AGREEMENT
MADE BY CROSMAN CORPORATION ("GRANTOR")

U.S. Trademarks of Grantor

| <u>Owner</u> | <u>Registration Number</u> | <u>Date of Registration</u> | <u>Country of Issue</u> | <u>Mark</u> |
|---------------------|--------------------------------|---------------------------------|-------------------------|-----------------------------------|
| Crosman Corporation | 639,534 | 01/08/57 | United States | BENJAMIN |
| Crosman Corporation | 975,285 | 12/25/73 | United States | CROSMAN |
| Crosman Corporation | 1,156,061 | 06/02/81 | United States | PELLGUNOIL |
| Crosman Corporation | 1,163,642 | 08/04/81 | United States | COPPERHEAD |
| Crosman Corporation | 1,336,551 | 05/21/85 | United States | CHALLENGER |
| Crosman Corporation | 1,716,028 | 09/15/92 | United States | VISIBLE IMPACT |
| Crosman Corporation | 1,784,044 | 07/27/93 | United States | SILVER STREAK |
| Crosman Corporation | 1,785,446 | 08/03/93 | United States | BLUE STREAK |
| Crosman Corporation | 1,789,292 | 08/24/93 | United States | SHERIDAN |
| Crosman Corporation | 1,860,855 | 11/01/94 | United States | POWERMASTER |
| Crosman Corporation | 1,866,921 | 12/13/94 | United States | PUMPMaster |
| Crosman Corporation | 1,984,684 | 07/02/96 | United States | SRINGMASTER |
| Crosman Corporation | 2,054,289 | 04/22/97 | United States | COPPERHEAD |
| Crosman Corporation | 2,182,963 | 08/18/98 | United States | CROSBLOCK |
| Crosman Corporation | 2,479,041 | 08/21/01 | United States | REPEATAIR |
| Crosman Corporation | 2,605,660 | 08/06/02 | United States | VISIBLE IMPACT |
| Crosman Corporation | 2,715,378 | 5/13/2003 | United States | BONE DADDY GAME FACE (LOGO) |
| Crosman Corporation | 2,779,071 | 11/4/2003 | United States | EREX |
| Crosman Corporation | 2,812,936 | 2/10/2004 | United States | GAME FACE |
| Crosman Corporation | 2,816,135 | 2/24/2004 | United States | AIRSOURCE |
| Crosman Corporation | 2,818,954 | 3/2/2004 | United States | QUEST |
| Crosman Corporation | 3,132,917 | 8/22/2006 | United States | CROSMAN & TARGET LOGO |
| Crosman Corporation | 3158715 | 10/17/2006 | United States | PULSE |

U.S. Trademark Applications of Grantor

| <u>Owner</u> | <u>Serial Number</u> | <u>Date of Application</u> | <u>Country of Application</u> | <u>Mark</u> |
|---------------------|----------------------|----------------------------|-------------------------------|---------------|
| Crosman Corporation | 78/405391 | 4/21/2004 | United States | SCRÛ |
| Crosman Corporation | 78697330 | 8/22/2005 | United States | POWERLET |
| Crosman Corporation | 78716948 | 9/20/2005 | United States | VEXOR |
| Crosman Corporation | 78716940 | 9/20/2005 | United States | RECON |
| Crosman Corporation | 78716929 | 9/20/2005 | United States | GENESIS |
| Crosman Corporation | 78716925 | 9/20/2005 | United States | LEGACY |
| Crosman Corporation | 78716913 | 9/20/2005 | United States | NIGHTSTALKER |
| Crosman Corporation | 78718193 | 9/22/2005 | United States | SUMMIT |
| Crosman Corporation | 78739194 | 10/24/2005 | United States | MOHAWK |
| Crosman Corporation | 78757118 | 11/18/2005 | United States | QUIKSTIK |
| Crosman Corporation | 78781609 | 12/28/2005 | United States | PHANTOM |
| Crosman Corporation | 78859533 | 4/13/2006 | United States | VISBLE IMPACT |
| Crosman Corporation | 78914652 | 6/22/2006 | United States | SIERRA PRO |
| Crosman Corporation | 78915327 | 6/23/2006 | United States | G1 XTREME |
| Crosman Corporation | 78915119 | 6/23/2006 | United States | STORM XT |
| Crosman Corporation | 78/960248 | 8/25/2006 | United States | ICE |
| Crosman Corporation | 78963845 | 8/30/2006 | United States | CENTERPOINT |

Foreign Trademarks of Grantor

| <u>Owner</u> | <u>Registration Number</u> | <u>Date of Registration</u> | <u>Country of Issue</u> | <u>Mark</u> |
|---------------------|----------------------------|-----------------------------|-------------------------|-------------------------|
| Crosman Corporation | 000A473382 | 4/6/1990 | AUSTRALIA | CROSMAN |
| Crosman Corporation | 266267 | 2/5/1982 | CANADA | COPPERHEAD |
| Crosman Corporation | 362722 | 11/10/1989 | CANADA | CROSMAN |
| Crosman Corporation | 271215 | 7/23/1982 | CANADA | COPPERHEAD & DESIGN |
| Crosman Corporation | 206933 | 5/9/1975 | CANADA | CROSMAN & DESIGN |
| Crosman Corporation | 317172 | 8/8/1986 | CANADA | PUMPMaster GAME FACE |
| Crosman Corporation | TMA611397 | 5/28/2004 | CANADA | LOGO |
| Crosman Corporation | TMA604979 | 3/11/2004 | CANADA | BONE DADDY |
| Crosman Corporation | TMA622995 | 10/20/2004 | CANADA | AIRSOURCE |
| Crosman Corporation | 614402/381.549 | 9/4/1981 | CHILE | CROSMAN |
| Crosman Corporation | 1277205 | 5/21/1999 | CHINA | CROSMAN |
| Crosman Corporation | 827725 | 12/23/1999 | COMMUNITY TRADEMARK | CROSMAN |

| <u>Owner</u> | <u>Registration Number</u> | <u>Date of Registration</u> | <u>Country of Issue</u> | <u>Mark</u> |
|---------------------|----------------------------|-----------------------------|-------------------------|--------------------|
| Crosman Corporation | 827790 | 1/31/2000 | COMMUNITY TRADEMARK | CROSMAN LOGO |
| Crosman Corporation | 619619 | 7/27/1999 | COMMUNITY TRADEMARK | POWERLET |
| Crosman Corporation | 2830735 | 12/17/2003 | COMMUNITY TRADEMARK | GAME FACE LOGO |
| Crosman Corporation | 3505377 | 05/10/2005 | COMMUNITY TRADEMARK | CROSMAN LOGO |
| Crosman Corporation | 3106408 | 3/24/2003 | COMMUNITY TRADEMARK | COPPERHEAD |
| Crosman Corporation | 211942 | 8/25/1998 | CZECH REPUBLIC | CROSMAN |
| Crosman Corporation | VR52231989 | 9/8/1989 | DENMARK | CROSMAN |
| Crosman Corporation | 105601 | 11/6/1989 | FINLAND | CROSMAN |
| Crosman Corporation | 1471652 | 8/2/1978 | FRANCE | CROSMAN |
| Crosman Corporation | 1471651 | 8/2/1978 | FRANCE | CROSMAN AND DESIGN |
| Crosman Corporation | 1319916 | 4/10/1990 | GREAT BRITAIN | CROSMAN |
| Crosman Corporation | 32948 | 8/26/1977 | GUATEMALA | CROSMAN |
| Crosman Corporation | 0003820/93 | 3/24/1992 | HONG KONG | CROSMAN |
| Crosman Corporation | 151373 | 4/23/1998 | HUNGARY | CROSMAN |
| Crosman Corporation | 512243 | 7/4/2002 | INDONESIA | CROSMAN |
| Crosman Corporation | 512243 | 7/4/2002 | INDONESIA | CROSMAN |
| Crosman Corporation | 512243 | 7/4/2002 | INDONESIA | CROSMAN |
| Crosman Corporation | 512243 | 7/4/2002 | INDONESIA | CROSMAN |
| Crosman Corporation | 1148817 | 8/25/1975 | JAPAN | CROSMAN |
| Crosman Corporation | 2282383 | 11/30/1990 | JAPAN | CROSMAN |
| Crosman Corporation | 1226325 | 10/18/1976 | JAPAN | CROSMAN (KATAKANA) |
| Crosman Corporation | 1356312 | 6/13/1988 | JAPAN | CROSMAN (KATAKANA) |
| Crosman Corporation | 292805 | 1/14/1983 | MEXICO | COPPERHEAD |
| Crosman Corporation | 225257 | 3/16/1984 | MEXICO | CROSMAN |
| Crosman Corporation | 132450 | 4/14/1983 | NEW ZEALAND | CROSMAN |
| Crosman Corporation | 134739 | 12/22/1988 | NORWAY | CROSMAN |
| Crosman Corporation | 243363 | 3/19/1992 | PORTUGAL | CROSMAN |
| Crosman Corporation | 171316 | 1/18/1999 | RUSSIA | CROSMAN |
| Crosman Corporation | 187152 | 9/20/1999 | SLOVAK REPUBLIC | CROSMAN |
| Crosman Corporation | 231780 | 1/22/1992 | SOUTH KOREA | CROSMAN |
| Crosman Corporation | 359290 | 4/19/1988 | SWITZERLAND | CROSMAN |
| Crosman Corporation | 392403 | 3/1/1988 | TAIWAN | CROSMAN |
| Crosman Corporation | 19715 | 6/15/2001 | UKRAINE | CROSMAN |

Foreign Trademark Applications of Grantor

| <u>Owner</u> | <u>Serial Number</u> | <u>Date of Application</u> | <u>Country of Application</u> | <u>Mark</u> |
|---------------------|----------------------|----------------------------|-------------------------------|---------------------|
| Crosman Corporation | 1289647 | 2/2/2006 | Canada | CROSMAN & DESIGN |