

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bushnell Inc.		06/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Second Lien Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2553430	WHITETAIL EXPEDITION	
Registration Number:	2812037		
Registration Number:	2388673	WILDERNESS	
Registration Number:	1628220	BLACKGRANITE	
Registration Number:	2918853	PROSPORT	
Registration Number:	1647273	44 MAG	
Registration Number:	2497043	8-POINT	
Registration Number:	3383599		
Registration Number:	1841191	WHITETAIL	
Registration Number:	1843482	PROHUNTER	
Registration Number:	1849218	MASTER RED DOT	
Registration Number:	1852889	WHITETAIL CLASSIC	
Registration Number:	1339789	SIMMONS	
Registration Number:	1937166	DEERFIELD	

CH \$540.00 2553430

900109347

TRADEMARK
REEL: 003798 FRAME: 0803

Registration Number:	1939811	22MAG
Registration Number:	1956942	GOLD MEDAL
Registration Number:	1970986	PRODIAMOND
Registration Number:	1979311	SIMMONS
Registration Number:	1419773	S
Registration Number:	2041082	AETEC
Registration Number:	2166494	SMART RETICLE

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin
 Address Line 1: 525 W. Monroe St.
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00267
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	06/19/2008

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2008, is made by Bushnell Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as second lien collateral agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 24, 2007 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Grantor, as the Borrower, Holdings, the Lenders from time to time party thereto, the Second Lien Collateral Agent and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of August 24, 2007, by Grantor and certain of its Affiliates, in favor of the Second Lien Collateral Agent (the "Second Lien Guaranty and Security Agreement"), to grant liens on and security interests in substantially all of the Grantor's assets to secure the Grantor's Obligations (as defined in the Second Lien Credit Agreement) under the Second Lien Credit Agreement and the other Second Lien Loan Documents; and

WHEREAS, pursuant to the Second Lien Guaranty and Security Agreement, the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Second Lien Collateral Agent to continue to make the loans and other financial accommodations under the Second Lien Credit Agreement, Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a second priority Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed), including, without limitation, those listed on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

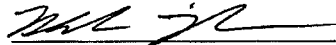
Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BUSHNELL INC., a Delaware corporation, as the
Grantor

By: 
Name: BLAKE LIPHAM
Its: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Second Lien Collateral Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

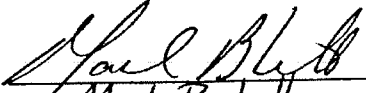
Very truly yours,

BUSHNELL INC., a Delaware corporation, as the
Grantor

By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Second Lien Collateral Agent

By: 
Name: Mark Birkett
Its: Duly Authorized Signatory

U.S. Trademark Registrations

Trademark	Registration No.	Issue Date
Whitetail Expedition	2553430	3/26/2002
Green Ring Design	2812037	2/10/2004
Wilderness	2388673	9/19/2000
Blackgranite	1628220	12/18/1990
ProSport	2918853	1/18/2005
44 Mag	1647273	6/11/1991
8-Point	2497043	10/9/2001
Elevation Dial	3383599	2/12/2008
Whitetail	1841191	6/21/1994
Prohunter	1843482	7/5/1994
Master Red Dot	1849218	8/9/1994
Whitetail Classic	1852889	9/6/1994
Simmons (Suppl.)	1339789	6/4/1985
Deerfield	1937166	11/21/1995
22 Mag	1939811	12/5/1995
Gold Medal	1956942	2/20/1996
Prodiamond	1970986	4/30/1996
Simmons (Principal)	1979311	6/11/1996
S and Design Mark	1419773	12/9/1986
Aetec	2041082	2/25/1997
Smart Reticle	2166494	6/16/1998

U.S. Trademark Applications

Trademark	Application Serial No.	Filing Date
New S Design	77401787	2/20/2008
New S Design & Simmons	77401776	2/20/2008

Foreign Trademark Registrations

Trademark	Jurisdiction	Registration No.
Whitetail	UK	1571236
Prohunter	UK	1571237
Deerfield	UK	1571238
S Design	UK	1571240
Redline	UK	1571578
Prosport	CTM	3588861
Simmons	Australia	642373
S Design	Australia	642375
Simmons	CTM	4188173
Simmons	UK	2109275