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
Daisy Manufacturing Company		06/23/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Banking Association: TEXAS		

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark	
Registration Number:	3206527	TAKE PRIDE. IT'S A DAISY	
Registration Number:	3005498	TAKE AIM AT SAFETY DISCIPLINE PATIENCE RESPONSIBILITY SELF-CONTROL DAISY OUTDOOR PRODUCTS	
Registration Number:	2943512	NATURE'S NICHE	
Registration Number:	2930780	AIR STRIKE PELLET TRAP	
Registration Number:	2930781	AIR STRIKE PELLET TRAP	
Registration Number:	2991237	TARGET PRO	
Registration Number:	3007693	THE NATURAL	
Registration Number:	2991080	SOUND BLASTER TARGET	
Registration Number:	2890892	PRECISION MAX	
Registration Number:	2804399	SEED-SELECTOR	
Registration Number:	2837060	FIRST NATURE	
Registration Number:	2740077	SHATTERBLAST	
Registration Number:	2759368	LAZER-ED	
		TRADEMARK	

TRADEMARK

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Registration Number:	2291089	MAX SPEED
Registration Number:	2362626	ACCU-LASER
Registration Number:	1465361	THE ARKANSAS CAN OPENER
Registration Number:	1455582	DEFENSE FORCE
Registration Number:	1424770	POINT SIGHT
Registration Number:	1044086	POWER LINE
Registration Number:	0871696	QUICK SKILL
Registration Number:	0818617	TARGETEX
Registration Number:	0695896	DAISY
Registration Number:	0694867	DAISY

#### CORRESPONDENCE DATA

Fax Number: (734)930-2494

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

Phone: 734-761-3780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	7249-1 DAISY MFG. CO.
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	08/29/2008

#### Total Attachments: 7

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> TRADEMARK REEL: 003844 FRAME: 0662

#### AGREEMENT

## (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 23, 2008, between the undersigned (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

#### WITNESSETH

- A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of June 23, 2008 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Daisy Manufacturing Company ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and
- B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of June 23, 2008, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and
- C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).
- NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:
- (a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such

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license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

- (b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;
  - (c) all renewals of any of the items described in clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and
- (e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in <u>Schedule 1.1</u> attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release

has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. <u>Acknowledgment</u>. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Loan Documents</u>, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

# DAISY MANUFACTURING COMPANY

**SECURED PARTY:** 

COMERICA BANK, as Agent

By:	 	 
Its:		

Trademark Security Agreement (841980)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

DAISY MANUFACTURING COMPANY

Ву:	
Its:	

SECURED PARTY:

COMERICA BANK, as Agent

By: Vice President

Trademark Security Agreement (841980)

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# SCHEDULE 1.1

# TRADEMARK COLLATERAL

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TAKE PRIDE. IT'S A DAISY	76/609286	3,206,527	8/30/04	2/6/07	Daisy Manufacturing Company, a DE corp.
TAKE AIM AT SAFETY DISCIPLINE PATIENCE RESPONSIBILITY SELF- CONTROL DAISY OUTDOOR PRODUCTS (and Design)	76/587551	3,005,498	4/20/04	10/11/05	Daisy Manufacturing Company, a DE corp.
NATURE'S NICHE	76/585621	2,943,512	4/8/04	4/26/05	Daisy Manufacturing Company, a DE corp.
AIR STRIKE PELLET TRAP	78/368734	2,930,780	2/16/04	3/8/05	Daisy Manufacturing Company, a AR corp.
AIR STRIKE PELLET TRAP (and Design)	78/368736	2,930,781	2/16/04	3/8/05	Daisy Manufacturing Company, a AR corp.
TARGET PRO (stylized letters)	76/571992	2,991,237	1/27/04	9/6/05	Daisy Manufacturing Company, a DE corp.
THE NATURAL (stylized letters)	76/571993	3,007,693	1/27/04	10/18/05	Daisy Manufacturing Company, a DE corp.
SOUND BLASTER TARGET	76/550308	2,991,080	9/22/03	9/6/05	Daisy Manufacturing Company, a DE corp.
PRECISION MAX	76/509726	2,890,892	4/28/03	10/5/04	Daisy Manufacturing Company, a DE corp.
SEED-SELECTOR	76/477095	2,804,399	12/20/02	1/13/04	Daisy Manufacturing Company, a DE corp.
FIRST NATURE	76/446141	2,837,060	9/3/02	4/27/04	Daisy Manufacturing Company, a DE corp.
SHATTERBLAST	76/446223	2,740,077	8/30/02	7/22/03	Daisy Manufacturing Company, a DE corp.
LAZER-ED	76/060345	2,759,368	5/31/00	9/2/03	Daisy Manufacturing Company, a DE corp.
MAX SPEED	75/534942	2,291,089	8/12/98	11/9/99	Daisy Manufacturing Company, a DE corp.
ACCU-LASER	75/310367	2,362,626	6/17/97	6/27/00	Daisy Manufacturing Company, a DE corp.
THE ARKANSAS CAN OPENER	73/648047	1,465,361	3/6/87	11/17/87	Daisy Manufacturing Company, a DE corp.
DEFENSE FORCE	73/645359	1,455,582	2/18/87	9/1/87	Daisy Manufacturing Company, a DE corp.
POINT SIGHT	73/550415	1,424,770	7/29/85	1/13/87	Daisy Manufacturing Company, a DE corp.
POWER LINE	73/055710	1,044,086	6/20/75	7/20/76	Daisy Manufacturing Company, a DE corp.
QUICK SKILL	72/289360	871,696	1/22/68	6/24/69	Daisy Manufacturing Company, a DE corp.
TARGETEX	72/229955	818,617	10/12/65	11/15/66	Daisy Manufacturing Company, a DE corp.
DAISY	72/080506	695,896	8/31/59	4/12/60	Daisy Manufacturing Company, a DE corp.
DAISY	72/055310	694,867	7/15/58	3/22/60	Daisy Manufacturing Company, a DE corp.

RECORDED: 08/29/2008

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