

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
William S. McNeal Sr.		02/22/2011	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Savings Bank of Perkasio		
<b>Street Address:</b>	219 South S. 9th Street		
<b>City:</b>	Perkasie		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18944		
<b>Entity Type:</b>	PA Financial Institution: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3849755	DAVEY CRICKETT	
<b>Registration Number:</b>	3834701	MY FIRST RIFLE	
<b>Registration Number:</b>	3834693	CRICKETT	
<b>Registration Number:</b>	3652190	K	
<b>Registration Number:</b>	3834691		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)680-3312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	610-395-4900		
<b>Email:</b>	assignments@designip.com		
<b>Correspondent Name:</b>	Damon Neagle		
<b>Address Line 1:</b>	5100 W. Tilghman Street, Suite 205		
<b>Address Line 4:</b>	Allentown, PENNSYLVANIA 18104		
<b>ATTORNEY DOCKET NUMBER:</b>	LBS-G0002		

**OP \$140.00 3849755**

**900191118**

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 REEL: 004534 FRAME: 0989**

NAME OF SUBMITTER:	Damon A. Neagle
Signature:	/Damon A. Neagle/
Date:	05/05/2011
<b>Total Attachments: 4</b> source=SA_1stSavings_McNealSr_etal#page1.tif source=SA_1stSavings_McNealSr_etal#page2.tif source=SA_1stSavings_McNealSr_etal#page3.tif source=SA_1stSavings_McNealSr_etal#page4.tif	

# SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") dated March 2/22, 2011, by and between (A) KEYSTONE SPORTING ARMS, INC., ("Keystone Inc.") and WILLIAM S. McNEAL, SR., a/k/a WILLIAM S. McNEAL ("Debtors"), and (B) FIRST SAVINGS BANK OF PERKASIE ("Secured Party").

## BACKGROUND

A. On even date with this Security Agreement, Secured Party and Keystone Sporting Arms, LLC (Keystone Inc.'s affiliate, referred to herein as "Keystone LLC"), William S. McNeal Sr. and Steven McNeal entered into a certain Forbearance, Repayment and Release Agreement (the "Forbearance Agreement"). The Forbearance Agreement pertains to (A) a [REDACTED] line of credit (the "\$ [REDACTED] Line") Secured Party made available to Keystone LLC, and (B) a \$ [REDACTED] loan by Secured Party to Keystone LLC (the "\$ [REDACTED] Loan").

B. As additional security for the \$ [REDACTED] Line and the \$ [REDACTED] Loan, and in recognition that Secured Party would not otherwise agree to extend the payment date for the \$ [REDACTED] Line or agree to the other promises and concessions in connection with the \$ [REDACTED] Loan, Debtors have agreed to provide Secured Party with a first lien position on all of Debtors' rights in the intellectual property associated with the operation of their business.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

### Section 1 - Security Interest

1.1 Description: As security for the payment of all obligations and undertakings of every kind or nature whatsoever of Debtors to Secured Party, whether now existing or hereafter incurred, matured or unmatured, direct or indirect, primary or secondary, related or unrelated or due or to become due, arising under the existing promissory notes executed by Keystone LLC in favor of Secured Party and any extensions, modifications, substitutions, increases and renewals thereof, and substitutions therefor; the payment of all amounts advanced by Secured Party to preserve, protect, defend, and enforce its rights hereunder and in the following property in accordance with the terms of this Agreement; and the payment of all expenses incurred by Secured Party in connection therewith, Debtors hereby assign and grant to Secured Party a continuing lien on and security interest in, upon all of Debtors' rights in the following items, wherever located, together with any and all proceeds derived from such assets (including, without limitation, insurance proceeds), whether cash or non-cash (collectively, the "Collateral"):

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(A) Domain Names - All of Debtors' right, title and interest in the following domain names:

*www.crickett.com,*                      *www.revolutionstocks.com,*  
*www.chipmunkrifles.com,*              *www.keystonesportingarmsllc.com*

(B) General Intangibles - All of Debtors' now owned and hereafter acquired, created or arising general intangibles of every kind and description, including, but not limited, to all existing and future rights to commissions, customer lists, choses in action, claims, books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, the goodwill associated with all such trademark rights, blueprints, drawings, designs and plans, trade secrets, contracts, contract rights, license agreements, formulae, tax and any other types of refunds, including but not limited to the following trademark registrations:

U.S. Registration No. 3849755 for DAVEY CRICKETT  
U.S. Registration No. 3834701 for MY FIRST RIFLE  
U.S. Registration No. 3834693 for CRICKETT  
U.S. Registration No. 3652190 for the keystone logo  
U.S. Registration No. 3834691 for the crickett logo

(C) Proceeds - The proceeds (including, without limitation, insurance proceeds), whether cash or non-cash, of all of the foregoing.

1.2 Lien Documents: As Secured Party reasonably deems necessary, Debtors shall execute and deliver to Secured Party, or have executed and delivered (all in form and substance reasonably satisfactory to Secured Party), any agreements, documents, instruments and writings, required to evidence, perfect or protect Secured Party's lien and security interest in the Collateral required hereunder or as Secured Party may reasonably request from time to time.

1.3 Other Actions:

(A) Secured Party is hereby authorized to file financing statements and amendments to financing statements without Debtors' signatures in accordance with the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania from time to time (the "UCC"). Debtors hereby authorize Secured Party to file all financing statements and amendments to financing statements describing the Collateral in any filing office as Secured Party, in its sole discretion may determine. Debtors agree to comply with the applicable requirements of all state and federal laws and the reasonable requests of Secured Party in order for Secured Party to have and maintain a valid and perfected first security interest in the Collateral, including, without limitation, executing such documents as Secured Party may require to obtain Control (as defined in the UCC) over all intellectual property rights.

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5.2 Severability. The provisions of this Agreement and other agreements and documents referred to herein are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

5.3 Waiver. No omission or delay by Secured Party in exercising any right or power under this Agreement or any other document will impair such right or power or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and no waiver of Secured Party's rights hereunder will be valid unless in writing and signed by Secured Party, and then only to the extent specified.

5.4 Modification: No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

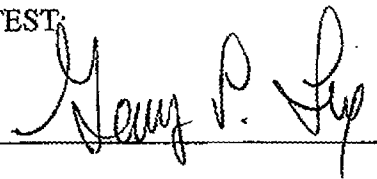
5.5 Signatories: Each individual signatory hereto represents and warrants that he is duly authorized to execute this Agreement on behalf of his principal and that he executes the Agreement in such capacity and not as a party.

5.6 Successors and Assigns: All provisions herein shall inure to, become binding upon the successors, representatives, trustees, administrators, executors, heirs and assigns of the parties hereto.

5.7 WAIVER OF JURY TRIAL: DEBTORS AND SECURED PARTY HEREBY WAIVE ANY AND ALL RIGHTS ANY MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST SECURED PARTY WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement the day and year first above written.

ATTEST:

  
\_\_\_\_\_

FIRST SAVINGS BANK OF PERKASIE

  
\_\_\_\_\_  
By: John Ventura  
Title: Executive Vice President

KEYSTONE SPORTING ARMS, INC.

ATTEST:


By WILLIAM S McNEAL

KEYSTONE SPORTING ARMS, LLC


By WILLIAM S. McNEAL

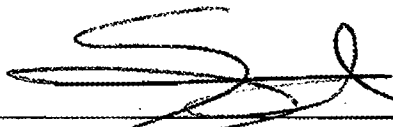
WITNESS

By Dina Moses

  
By:  
Title: Managing member

WITNESS:

  
By:  
Title: Managing member

  
William S. McNeal, Sr. aka  
William S. McNeal