

TRADEMARK ASSIGNMENT

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
Taurus International Manufacturing, Inc.		03/30/2012	CORPORATION: FLORIDA
Braztech International L.C.		03/30/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3137355	HIP CARRY
Registration Number:	4006717	JUDGE PUBLIC DEFENDER
Registration Number:	3850449	NIGHT COURT JUDGE
Registration Number:	2437652	PLUS P RATED FOR DUTY USE
Registration Number:	3981996	PUBLIC DEFENDER
Registration Number:	3081615	PT 24/7
Registration Number:	2767845	RAGING BEE
Registration Number:	2223161	RAGING BULL
Registration Number:	3959301	RAGING JUDGE
Registration Number:	2795644	RAGING THIRTY
Registration Number:	2483203	RIBBER GRIP

CH \$815.00 3137355

Registration Number:	2660503	RIMFIRE RECHARGER
Registration Number:	2965562	STELLAR TRACKER
Registration Number:	3301676	SUPER SEVEN
Registration Number:	4009934	TAURUS SLIM
Registration Number:	3908339	THE JUDGE
Serial Number:	85561479	CURVE
Serial Number:	85002816	ROCKET PISTOL
Serial Number:	85561484	THE GUN YOU WEAR
Registration Number:	4044885	CIRCUIT JUDGE
Registration Number:	2949228	MATCHED SET
Registration Number:	2982088	MINILOADER
Registration Number:	4001920	RANCH HAND
Serial Number:	77938411	BRAZTECH WIZARD
Registration Number:	1762727	TAURUS
Registration Number:	1774179	TAURUS
Serial Number:	75366483	TAURUS MILLENNIUM KNIVES
Serial Number:	75294541	TAURUS MILLENNIUM
Serial Number:	75335984	TAURUS ULTRA-LITE
Serial Number:	75651783	TAURUS TRACKER
Serial Number:	75237058	TAURUS SECURITY SYSTEM
Registration Number:	2892526	ROSSI

CORRESPONDENCE DATA

Fax Number: 2122944700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 294 6700
Email: trademarkny@winston.com
Correspondent Name: Aaron Weiner
Address Line 1: 100 North Tryon Street
Address Line 2: Winston & Strawn LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	150024.7029
NAME OF SUBMITTER:	Aaron Weiner
Signature:	/W&S/
Date:	05/02/2012

TRADEMARK

REEL: 004770 FRAME: 0149

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 30, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Taurus Holdings, Inc. ("Taurus"), the Subsidiaries of Taurus identified on the signature pages thereof as borrowers (together with Taurus, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of March 30, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to

the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

I all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed

counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

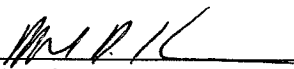
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written

GRANTORS:

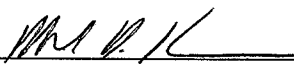
TAURUS HOLDINGS, INC.

By: 
Name: Mark Kresser
Title: President


**TAURUS INTERNATIONAL
MANUFACTURING, INC.**

By: 
Name: Mark Kresser
Title: President

TAMEL PROPERTIES, INC.


By: 
Name: Mark Kresser
Title: President

BRAZTECH INTERNATIONAL, L.C.

By: 
Name: Mark Kresser
Title: Manager

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking
association

By: 
Name: S. N. Thomas
Title: Authorized Signer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Taurus International Manufacturing, Inc.	USA	Hip Carry	3,137,355	8/29/06
Taurus International Manufacturing, Inc.	USA	Judge Public Defender	4,006,717	8/2/11
Taurus International Manufacturing, Inc.	USA	Night Court Judge	3,850,449	9/21/10
Taurus International Manufacturing, Inc.	USA	Plus P Rated for Duty Use	2,437,652	3/20/01
Taurus International Manufacturing, Inc.	USA	Public Defender	3,981,996	6/21/11
Taurus International Manufacturing, Inc.	USA	PT24/7	3,081,615	4/18/06
Taurus International Manufacturing, Inc.	USA	Raging Bee	2,767,845	9/23/03
Taurus International Manufacturing, Inc.	USA	Raging Bull	2,223,161	2/9/99
Taurus International Manufacturing, Inc.	USA	Raging Judge	3,959,301	5/10/11
Taurus International Manufacturing, Inc.	USA	Raging Thirty	2,795,644	12/16/03

Inc.				
Taurus International Manufacturing, Inc.	USA	Ribber Grip	2,483,203	8/28/01
Taurus International Manufacturing, Inc.	USA	Rimfire Recharger	2,660,503	12/10/02
Taurus International Manufacturing, Inc.	USA	Stellar Tracker	2,965,562	7/12/05
Taurus International Manufacturing, Inc.	USA	Super Seven	3,301,676	10/2/07
Taurus International Manufacturing, Inc.	USA	Taurus Slim	4,009,934	8/9/11
Taurus International Manufacturing, Inc.	USA	The Judge	3,908,339	1/18/11
Taurus International Manufacturing, Inc.	USA	Curve	85561479	3/6/12 (app)
Taurus International Manufacturing, Inc.	USA	Rocket Pistol	85002816	3/10/11 (app)
Taurus International Manufacturing, Inc.	USA	The Gun You Wear	85561484	3/6/12 (app)
Braztech International L.C.	USA	Circuit Judge	4,044,885	10/25/11
Braztech International L.C.	USA	Matched Set	2,949,228	5/10/05
Braztech International L.C.	USA	Miniloader	2,982,088	8/2/05
Braztech International L.C.	USA	Ranch Hand	4,001,920	7/26/11
Braztech International L.C.	USA	Braztech Wizard	77938411	2/18/10 (app)

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Grantor	Licensor	Country	Mark	Application/ Registration No.	App/Reg Date
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus	1,762,727	4/6/93
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus (stylized)	1,774,179	6/1/93
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus Millennium Knives	75/366,483	10/1/97
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus Millennium	75/294,541	5/28/02
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus Ultra Lite	75/335,984	11/23/99
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus Tracker	75/651,783	9/4/01
Taurus International Manufacturing, Inc.	Forjas Taurus S/A	USA	Taurus Security System	75/237,058	6/29/99
Braztech International, L.C.	Forjas Taurus S/A	USA	Rossi	2,892,526	10/12/04