

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
PRIMOS, INC.		04/30/2012	CORPORATION: MISSISSIPPI
OPTRONICS PRODUCTS COMPANY, INC.		04/30/2012	CORPORATION: OKLAHOMA
OPT HOLDINGS, INC.		04/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4050920	BLACKOUT	
Registration Number:	3376344	BLOODHUNTER	
Registration Number:	3819435	CRUSHER	
Registration Number:	4058943	DECOY HEART	
Registration Number:	3566674	DOUBLE BULL	
Registration Number:	3332097	FIREPOD	
Registration Number:	1554841	GOBBLER	
Registration Number:	3189958	GROUND MAX HUNTING BLINDS	
Registration Number:	2757289	HOOCHIE	
Registration Number:	2219032	HYPER LIP	
Registration Number:	2328969	MASTERING THE ART	
Registration Number:	3184580	MATRIX	

Registration Number:	1945472	PRIMOS
Registration Number:	3227689	ROAR
Registration Number:	3033650	SILVER XP
Registration Number:	3112489	SONIC DOME
Registration Number:	2444082	SPEAK THE LANGUAGE
Serial Number:	75838116	SPEAKING THEIR LANGUAGE
Registration Number:	3905378	SWAMP DONKEY
Registration Number:	2576748	THE CAN
Registration Number:	1950826	THE TRUTH
Registration Number:	2130767	THE WENCH
Registration Number:	2871296	THIS AIN'T HOLLYWOOD
Registration Number:	3671097	TRIGGER STICK
Registration Number:	2781710	TRUTH
Serial Number:	77186233	TRUTH

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: thomas.huang@kattenlaw.com

Correspondent Name: Katten Muchin Rosenman LLP

Address Line 1: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	207170-00267
NAME OF SUBMITTER:	Jarrod Weber
Signature:	/Jarrod Weber/
Date:	05/03/2012

Total Attachments: 6

source=Bushnell - Second Lien Trademark Security Agreement (Primos)#page1.tif

source=Bushnell - Second Lien Trademark Security Agreement (Primos)#page2.tif

source=Bushnell - Second Lien Trademark Security Agreement (Primos)#page3.tif

source=Bushnell - Second Lien Trademark Security Agreement (Primos)#page4.tif

source=Bushnell - Second Lien Trademark Security Agreement (Primos)#page5.tif

source=Bushnell - Second Lien Trademark Security Agreement (Primos)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), 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 Amended and Restated Second Lien Credit Agreement, dated as of April 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto, GE Capital, as Administrative Agent for the Lenders, GE Capital, as Second Lien Collateral Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of August 24, 2007 in favor of the Second Lien Collateral Agent (the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement, each 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 Second Lien Trademark Collateral. Each 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 such 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 Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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, each 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,

PRIMOS, INC., a Mississippi corporation, as
Grantor

By: [Signature]
Name: Blake Lipham
Its: CEO

OPTRONICS PRODUCTS COMPANY, INC., an
Oklahoma corporation, as Grantor

By: [Signature]
Name: Blake Lipham
Its: CEO

OPT HOLDINGS, INC., a Delaware corporation, as
Grantor

By: [Signature]
Name: Blake Lipham
Its: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Second Lien Collateral Agent

By: Ashley G. Medio
Name: _____
Its: Duly Authorized Signatory

Ashley G. Medio
Duly Authorized Signatory

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Grantor	Jurisdiction	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Primos, Inc.	US	BLACKOUT	85253038 2/28/2011	4050920 11/1/2011
Primos, Inc.	US	BLOODHUNTER	77006789 9/25/2006	3376344 1/29/2008
Primos, Inc.	US	CRUSHER	77714174 4/15/2009	3819435 7/13/2010
Primos, Inc.	US	DECOY HEART	85217026 1/13/2011	4058943 11/22/2011
Primos, Inc.	US	DOUBLE BULL	77347988 12/10/2007	3566674 1/27/2009
Optronics Products Company, Inc.	US	FIREPOD Design 	78819768 2/21/2006	3332097 11/6/2007
Primos, Inc.	US	GOBBLER	73768579 1/3/1989	1554841 9/5/1989
Primos, Inc.	US	GROUND MAX Design 	78515143 11/4/2004	3189958 12/26/2006
Primos, Inc.	US	HOOCHIE	76387727 3/26/2002	2757289 8/26/2003
Primos, Inc.	US	HYPER LIP	75451289 3/18/1998	2219032 1/19/1999
Primos, Inc.	US	MASTERING THE ART	75640216 2/12/1999	2328969 3/14/2000
Primos, Inc.	US	MATRIX Design 	78515145 11/11/2004	3184580 12/12/2006

Grantor	Jurisdiction	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Primos, Inc.	US	PRIMOS	74609192 12/9/1994	1945472 1/2/1996
Primos, Inc.	US	ROAR	78901485 6/6/2006	3227689 4/10/2007
Opt Holdings, Inc.	US	SILVER XP	76602219 6/14/2004	3033650 12/27/2005
Primos, Inc.	US	SONIC DOME	76626001 12/27/2004	3112489 7/4/2006
Primos, Inc.	US	SPEAK THE LANGUAGE	75838117 11/2/1999	2444082 4/17/2001
Primos, Inc.	US	SPEAKING THEIR LANGUAGE	75838116 11/2/1999	2392520 10/10/2000
Primos, Inc.	US	SWAMP DONKEY	77836591 9/28/2009	3905378 1/11/2011
Primos, Inc.	US	THE CAN	76216779 2/27/2001	2576748 6/4/2002
Primos, Inc.	US	THE TRUTH	74609185 12/9/1994	1950826 1/23/1996
Primos, Inc.	US	THE WENCH	75274928 4/15/1997	2130767 1/20/1998
Primos, Inc.	US	THIS AIN'T HOLLYWOOD	76541417 8/20/2003	2871296 8/10/2004
Primos, Inc.	US	TRIGGER STICK	78955641 8/18/2006	3671097 8/18/2009
Primos, Inc.	US	TRUTH	76474125 12/5/2002	2781710 11/11/2003

B. TRADEMARK APPLICATIONS

Grantor	Jurisdiction	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
Primos, Inc.	US	TRUTH	77186233 5/21/2007	