

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
SIG SAUER Inc.		05/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	17 New England Executive Park		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3147479	MOSQUITO	
Registration Number:	4050078	ITAC DEFENSE	
Registration Number:	4108466	P290	
Registration Number:	4108918	WHEN IT COUNTS	
Serial Number:	85444453	SIG556XI	
Serial Number:	85477639	SIGM400	
Serial Number:	85463290	P224	
Serial Number:	85475005	SIG551-A1	
Serial Number:	85565037	SAS	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	603-628-1311		
Email:	mark.wright@mclane.com		

OP \$240.00 3147479

Correspondent Name: Mark A. Wright
Address Line 1: 900 Elm Street
Address Line 4: Manchester, NEW HAMPSHIRE 03101

NAME OF SUBMITTER:	Mark A. Wright
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Signature:	/Mark A. Wright/
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Date:	06/06/2012
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Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), entered into this 31 day of May, 2012, is by and between **SIG SAUER INC.**, a Delaware corporation (the "Grantor") with a principal place of business at 18 Industrial Drive, Exeter, New Hampshire 03833 and **TD Bank, N.A.**, a national banking association with USA citizenship and an address of 17 New England Executive Park, Burlington, Massachusetts 01803, as a lender and as administrative agent for itself and the other lenders which are from time to time parties to the SIG SAUER Credit Facilities Agreement (as defined in the Borrower IP Security Agreement) (the "Grantee").

WHEREAS, Grantor and Grantee are parties to a certain Third Amended and Restated Intellectual Property Security Agreement of even date herewith (the "Borrower IP Security Agreement") made in connection with the Loan Facilities as defined therein; and

WHEREAS, pursuant to the terms of the Borrower IP Security Agreement, the Grantor has granted to Grantee a security interest in the IP Collateral as defined therein; and

WHEREAS, the Grantor and the Grantee wish to record the security interest in the IP Collateral for which a recordation in favor of Grantee with the United States Patent and Trademark Office has not been previously made.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee (and confirms the grant pursuant to the Borrower IP Security Agreement to the Grantee of) a continuing security interest in) all of the Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto.

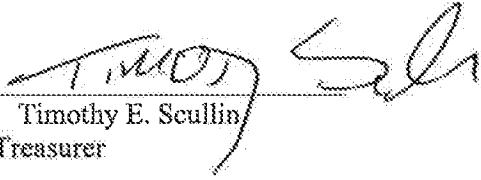
This Agreement is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Borrower IP Security Agreement. This Agreement has been entered into in conjunction with, and the security interest granted hereunder is in addition to, the security interest in all IP Collateral (as defined in the Borrower IP Security Agreement) granted to the Grantee under the Borrower IP Security Agreement and other Loan Documents (as defined therein). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Borrower IP Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Borrower IP Security Agreement shall govern.

It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts except for applicable provisions of Delaware law relating to the creation, perfection and enforcement of the security interests created hereby.

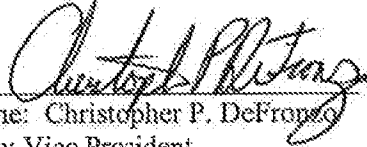
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The undersigned have executed this Agreement as of the date first above written.

GRANTOR
SIG SAUER INC.


By: 
Name: Timothy E. Scullin
Title: Treasurer

GRANTEE
TD BANK, N.A.

By: 
Name: Christopher P. DeFranco
Title: Vice President

Schedule A

Trademarks/Service Marks

Mark	Serial/Registration No.	Date of Filing	Date of Registration
MOSQUITO	3,147,479	3/8/04	9/26/06
 DEFENSE (child application)	4,050,078	10/21/08	11/1/11
P290	4,108,466	7/19/11	3/6/12
WHEN IT COUNTS	4,108,918	8/29/11	3/6/12
SIG556XI	85-444,453	10/11/11	Pending
SIGM400	85-477,639	11/21/11	Pending
P224	85-463,290	11/3/11	Pending
SIG551-A1	85-475,005	11/17/11	Pending
SAS	85-565,037	3/9/12	Pending