

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
Battenfeld Acquisition Company Inc.		06/08/2012	CORPORATION: DELAWARE
Battenfeld Technologies, Inc.		06/08/2012	CORPORATION: MISSOURI
Clearview Battenfeld Acquisition Company LLC		06/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Huntington National Bank, as Agent
Street Address:	803 West Big Beaver Road
Internal Address:	Suite 351
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3244704	ADAMS & BENNETT
Registration Number:	3811274	AMMO VAULT
Serial Number:	85394779	BANANA PEEL
Registration Number:	3604503	BATTENFELD TECHNOLOGIES, INC.
Registration Number:	3811384	BIPOD XLA
Registration Number:	3542509	BR PIVOT
Registration Number:	3324485	CALDWELL
Registration Number:	3695186	CALDWELL
Registration Number:	3348478	DEADSHOT
Registration Number:	3559744	E-MAX

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Registration Number:	3482508	F.A.T. WRENCH
Registration Number:	1803194	FAJEN
Registration Number:	3454443	FIRE CONTROL
Registration Number:	3520697	FRANKFORD ARSENAL
Registration Number:	3709530	GUN BUTLER
Registration Number:	3493989	LEGACY SERIES
Serial Number:	85334209	LOCKDOWN
Registration Number:	3450150	NXT
Registration Number:	3183833	ORANGE PEEL
Registration Number:	1256948	PAST
Registration Number:	3509225	STABLE TABLE
Registration Number:	3385556	TACK DRIVER
Registration Number:	3244705	THE LEAD SLED
Registration Number:	3318076	TIPTON
Registration Number:	3359725	WHEELER
Registration Number:	3356008	ZEROMAX

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 734-761-3780
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Ste. 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	06/15/2012

Total Attachments: 10
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 8, 2012, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and The Huntington National Bank Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Battenfeld Acquisition Company Inc. (the "Parent") and, after the consummation of the Battenfeld Acquisition (as defined in the Credit Agreement), Battenfeld Technologies, Inc. ("Company" and collectively with the Parent, the "Borrowers"), 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 Loans to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, 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 Loans under the Credit Agreement, the Debtors are 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 Obligations (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 Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. 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 Obligations, each 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 such 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 a 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 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 (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) 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 (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a 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 Debtors 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 **Schedule 1.1** 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 Debtors 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 Obligations. 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. Acknowledgment. The Debtors do 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 5. Loan Documents, 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.

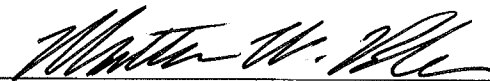
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature page to follow.]

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.

DEBTORS:


**BATTENFELD ACQUISITION COMPANY
INC.**

By: 

Name: Matthew Blevins

Title: Vice President and Secretary

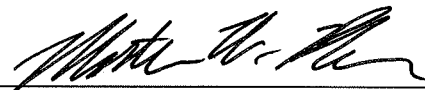
BATTENFELD TECHNOLOGIES, INC.

By: 

Name: Matthew Blevins

Title: Vice President and Secretary

**CLEARVIEW BATTENFELD ACQUISITION
COMPANY LLC**

By: 

Name: Matthew Blevins

Title: Vice President and Secretary

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK
BANK, as Administrative Agent

By: Robert P. Wilson

Its: VICE PRESIDENT

SCHEDULE 1.1

TRADEMARK COLLATERAL


2. Trademarks

Clearview Battenfeld Acquisition Company LLC: None

Battenfeld Acquisition Company Inc.: None

Battenfeld Technologies, Inc.:

TRADEMARKS				
Description of Mark	Jurisdiction	Registration/Serial Number	Date of Registration/ Application	Class of Goods and/or Services
Adams & Bennett (Licensed to Midway Arms, Inc.)	United States	3244704/78929324	May 22, 2007	IC 013
Ammo Vault	United States	3811274 (Registration	June 29, 2010	IC 013

		Number)		
Banana Peel (Pending)	United States	--	--	IC 028
Battenfeld Technologies, Inc.	United States	3604503 (Registration Number)	April 7, 2009	IC 001 IC 002 IC 003 IC 009 IC 013 IC 028
Bipod XLA	United States	3811384 (Registration Number)	June 29, 2008	IC 013
BR Pivot	United States	3542509	December 9, 2008	IC 013
Caldwell	United States	3324485/78929328	October 30, 2007	IC 009 IC 013 IC 028
Caldwell	United States	3695186/77666634	October 13, 2009	IC 009 IC 013 IC 015
	China	6638602 (Registration Number)	June 28, 2010	IC 009
Deadshot	United States	3348478/ 78929520	December 4, 2007	IC 013
E-Max	United States	3559744/ 77328677	January 13, 2009	IC 009
F.A.T. Wrench	United States	3482508/ 78951746	August 5, 2008	IC 008
Fajen	United States	1803194 (Registration Number)	November 9, 1993	IC 013
Fire Control	United States	3454443/77049168	November 21, 2006	IC 013
Frankford Arsenal	United States	3520697/ 78951749	October 21, 2008	IC 001 IC 003 IC 004

				IC 009 IC 013
Gun Butler	United States	3709530 (Registration Number)	November 10, 2009	IC 013
Legacy Series	United States	3493989/78816835	August 26, 2008	IC 013
Lockdown (Pending)	United States	--	--	IC 001 IC 006 IC 009 IC 011 IC 016 IC 020
Miles Gilbert (Abandoned)	United States	78929614 (Serial Number)	July 14, 2006	IC 013
NXT	United States	3450150/77049173	June 17, 2008	IC 013
Orange Peel	United States	3183833/78812085	December 12, 2006	IC 028
Past (Stylized and/or with Design)	United States	1256948 (Registration Number)	November 8, 1983	IC 025
Pistolero (Abandoned)	United States	77049170 (Serial Number)	--	IC 013
Shootin' Gallery (Abandoned)	United States	78812080 (Serial Number)	--	IC 013
Stable Table	United States	3509225/77049220	November 21, 2006	IC 013
Super Silver (Abandoned)	United States	77165786 (Serial Number)	--	IC 013
Tack Driver	United States	3385556/78929342	February 19, 2008	IC 013
The Lead Sled	United States	3244705/78929338	May 22, 2007	IC 013
The Rock (Abandoned)	United States	78929349 (Serial Number)	July 13, 2006	IC 013

Ti-Pod (Abandoned)	United States	77049171 (Serial Number)	November 21, 2006	IC 013
Tipton	United States	3318076/78929334	October 23, 2007	IC 013
Tip-Top (Abandoned)	United States	77049172 (Serial Number)	April 6, 2009 (Date of Abandonment)	--
Wasson Windage System (Abandoned)	United States	77209752 (Serial Number)	June 19, 2007	IC 013
Wheeler	United States	3359725/78929337	December 25, 2007	IC 002 IC 008 IC 013
Zeromax	United States	3356008 (Registration Number)	December 18, 2007	IC 013