## 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
GOLD TIP, LLC		102/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
BEE STINGER, LLC		102/27/2013 I	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation		
Street Address:	00 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: ILLINOIS		

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85739512	B STINGER
Serial Number:	85740604	B STINGER
Serial Number:	85723153	BEE STINGER
Serial Number:	76571937	GT GOLD TIP
Serial Number:	85446757	NAME THE GAME
Serial Number:	85739313	ARCHER'S EDGE
Registration Number:	2979571	CROSSFIRE
Registration Number:	3022498	FLEX IT FIRST
Registration Number:	2939391	THE TOUGHEST ARROW YOU'LL EVER SHOOT
Registration Number:	3246635	CARBON ALUMINUM ARROW
Registration Number:	3532848	CROSSFIRE
Serial Number:	85437921	SMART CARBON
		TDADEMADK

**REEL: 004971 FRAME: 0840** 

Serial Number:	85437936	SMART GRAPHITE	
Serial Number:	85613441	MOMENTUM	
Serial Number:	85727610	CARBONITE	
Serial Number:	85676426	VAPOR BY BLACKHAWK	
Serial Number:	85795742	KINETIC	
Serial Number:	85788797	VELOCITY	
Serial Number:	85788758	GLADIATOR	

#### **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:	02/28/2013

#### Total Attachments: 8

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#### SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2013, 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:

- <u>Section 1</u>. <u>Defined Terms</u>. 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 <u>Schedule 1</u> 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.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> 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.
- <u>Section 5.</u> <u>Counterparts.</u> 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.
- <u>Section 6.</u> <u>Governing Law.</u> 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]

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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,

GOLD TIP, LLC, a Delaware limited liability company, as Grantor

By: Blake Upham
Its: Fresident and

BEE STINGER, LLC, a Delaware limited liability company, as Grantor

By:
Name: Blake Toham
Its: President and CEO

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Administrative Agent

By: Name:

Brian E. Sommerfeld

Its:

Duly Authorized Signatory

Duly Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

## SCHEDULE I TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

Trademark	Country	Status	Filing Date and/or Registration Date	Serial No. and/or Registration No.	Owner
B STINGER	U.S.	Pending Application	Filing Date: 09/26/2012	Serial No.: 85/739,512	Bee Stinger, LLC
B STINGER (Design)	U.S.	Pending Application	Filing Date: 09/28/2012	Serial No.: 85/740,604	Bee Stinger, LLC
BEE STINGER	U.S.	Pending Application ITU	Filing Date: 09/07/2012	Serial No.: 85/723,153	Bee Stinger, LLC
GT GOLD TIP	U.S.	Registered	Filing Date: 01/16/2006	Serial No. 76/571,937	Gold Tip, LLC
			Regis. Date: 09/12/2006	Regis. No: 3,140,855	
NAME THE GAME	U.S.	Pending Application ITU	Filing Date: 10/13/2011	Serial No. 85/446,757	Gold Tip, LLC
ARCHER'S EDGE	U.S.	Pending Application	Filing Date: 09/26/2012	Serial No.: 85/739,313	Gold Tip, LLC
CROSSFIRE	U.S.	Registered	Filing Date: 11/19/2003	Serial No. 78/330,294	Gold Tip, LLC
			Regis. Date: 07/26/2005	Regis. No: 2,979,571	

Trademark	Country	Status	Filing Date and/or Registration Date	Serial No. and/or Registration No.	Owner
FLEX IT FIRST	U.S.	Registered	Filing Date: 03/01/2004  Regis. Date: 12/06/2005	Serial No. 76/579,038 Regis. No: 3,022,498	Gold Tip, LLC
THE TOUGHEST ARROW YOU'LL EVER SHOOT	U.S.	Registered	Filing Date: 02/12/2004  Regis. Date: 04/12/2005	Serial No. 76/575,427 Regis. No: 2,939,391	Gold Tip, LLC
CARBON ALUMINUM ARROW	U.S.	Registered	Filing Date: 01/3/2006  Regis. Date: 05/29/2007	Serial No. 78/784,147 Regis. No: 3,246,635	Gold Tip, LLC
CROSSFIRE	U.S.	Registered	Filing Date: 01/7/2004  Regis. Date: 09/2/2008	Serial No. 76/596,181  Regis. No: 3,532,848	Gold Tip, LLC
SMART GRAPHITE	U.S.	Pending Application ITU	Filing Date: 10/03/2011	Serial No. 85/437,936	Gold Tip, LLC
SMART CARBON	U.S.	Pending Application ITU	Filing Date: 10/03/2011	Serial No. 85/437,921	Gold Tip, LLC
MOMENTUM	U.S.	Pending Application ITU	Filing Date: 05/01/2012	Serial No. 85/613,441	Gold Tip, LLC

Trademark	Country	Status	Filing Date and/or Registration Date	Serial No. and/or Registration No.	Owner
CARBONITE	U.S.	Pending Application ITU	Filing Date: 09/12/2012	Serial No. 85/727,610	Gold Tip, LLC
VAPOR BY BLACKHAWK	U.S.	Pending	Filing Date: 07/13/2012	Serial No.: 85/676,426	Gold Tip, LLC
KINETIC	U.S.	Pending	Filing Date: 12/05/2012	Serial No.: 85/795,742	Gold Tip, LLC
VELOCITY	U.S.	Pending	Filing Date: 11/26/2012	Serial No.: 85/788,797	Gold Tip, LLC
GLADIATOR	U.S.	Pending Application ITU	Filing Date: 11/26/2012	Serial No.: 85/788,758	Gold Tip, LLC
THE TOUGHEST ARROW YOU'LL EVER SHOOT*	CA	Registered	Filing Date: 08/12/2004  Regis. Date: 12/08/2006	Serial No.: 1227342 Regis. No.: TMA678306	Gold Tip, LLC*
GOLD TIP	CA	Registered	Filing Date: 9/7/2006  Regis. Date: 2/11/2008	Serial No.: 1315662 Regis No.: TMA707043	Gold Tip, LLC**
GT GOLD TIP	СТМ	Registered	Filing Date: 9/12/2006  Regis. Date: 8/14/2007	Serial No.: 5307591 Regis No.: 5307591	Gold Tip, LLC**

Trademark	Country	Status	Filing Date and/or Registration Date	Serial No. and/or Registration No.	Owner
THE TOUGHEST ARROW YOU'LL EVER SHOOT	СТМ	Registered	Filing Date: 8/12/2004 Regis. Date: 11/11/2005	Serial No. 3982667 Regis. No: 3982667	Gold Tip, LLC*

<sup>\*</sup>Title update from Gold Tip Inc. in progress.

\*\* Title update from Gold Tip Inc. to be made.

**RECORDED: 02/28/2013**