

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUZZY OUTDOORS, LLC		08/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10908F		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1695460	TRU-FIRE	
Registration Number:	1814487	X-CALIPER	
Registration Number:	3463397	SWITCHBLADE	
Registration Number:	3504272		
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8909		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		

CH \$115.00 1695460

ATTORNEY DOCKET NUMBER:	005252-983/1707/MUZZYAMD
NAME OF SUBMITTER:	Christopher M. Ott
Signature:	/christopher m ott/
Date:	08/29/2013
Total Attachments: 5 source=(17387936)_ (1)_First Amendment to Trademark Security Agreement#page1.tif source=(17387936)_ (1)_First Amendment to Trademark Security Agreement#page2.tif source=(17387936)_ (1)_First Amendment to Trademark Security Agreement#page3.tif source=(17387936)_ (1)_First Amendment to Trademark Security Agreement#page4.tif source=(17387936)_ (1)_First Amendment to Trademark Security Agreement#page5.tif	

A FIFTH THIRD BANCORP BANK**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of August 20, 2013 (the "Effective Date"), by and between **MUZZY OUTDOORS, LLC**, a Delaware limited liability company ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender are parties to that certain Trademark Security Agreement dated as of May 16, 2013 (the "Trademark Security Agreement"), executed in connection with that certain Credit Agreement dated as of May 16, 2013, among Out Rage, LLC, a Delaware limited liability company ("Out Rage"), Debtor and Lender (the "Existing Credit Agreement").

B. Debtor, Lender and Out Rage have agreed to amend the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be further amended, restated, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. In connection with the Credit Agreement, Debtor and Lender desire to amend the Trademark Security Agreement, as set forth herein.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents (as defined in the Credit Agreement).

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security. Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest and other Liens on the existing Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (i) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (ii) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

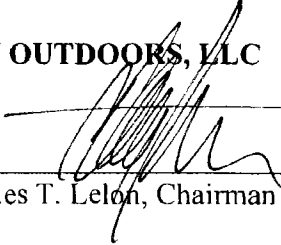
6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

MUZZY OUTDOORS, LLC

By: 
Charles T. Lelon, Chairman

FIFTH THIRD BANK

By: _____
Keith L. Schlegel, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

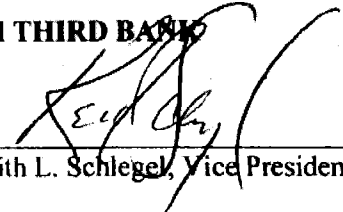
TRADEMARK
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MUZZY OUTDOORS, LLC

By: _____
Charles T. Lelon, Chairman

FIFTH THIRD BANK

By:  _____
Keith L. Schlegel, Vice President

SIGNATURE PAGE TO
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TRADEMARK
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SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
TRU-FIRE	74/114,217	11/13/1990	1,695,460	6/16/1992
X-CALIPER	74/295,391	7/20/1992	1,814,487	12/28/1993
SWITCHBLADE	77/122,514	3/5/2007	3,463,397	7/8/2008
ARROWHEAD PACKAGING DESIGN	77/360,678	12/28/2007	3,504,272	9/23/2008

Common-law Trade Names and Trademarks

None.

Trademark License Rights

None.