

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MUZZY OUTDOORS, LLC		12/20/2013	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: 21

Property Type	Number	Word Mark
Registration Number:	4223084	CROSSKILL
Registration Number:	4198255	DX-3
Registration Number:	4161963	TIME TO MUZZY UP
Registration Number:	3244423	MUZZY
Registration Number:	2866693	PHANTOM
Registration Number:	3703299	X-CELERATOR
Registration Number:	3656958	MUZZY 200 CLUB
Registration Number:	3598309	MX-3
Registration Number:	3598306	MX-4
Registration Number:	3704235	MUZZY HUNTING CAMP
Registration Number:	3535146	MUZZY BAD TO THE BONE BOWHUNTING TV
Registration Number:	2488324	THROUGH THE EYES OF A SPORTSMAN
Registration Number:	2201548	BAD TO THE BONE

CH \$540.00 4223084

Registration Number:	2256095	BAD THROUGH THE BONE
Registration Number:	2137497	SLATE-MATE
Registration Number:	2067462	SPEED-LOC
Registration Number:	1392491	MUZZY
Registration Number:	1814487	X-CALIPER
Registration Number:	3463397	SWITCHBLADE
Registration Number:	3504272	
Registration Number:	1695460	TRU-FIRE

CORRESPONDENCE DATA

Fax Number: 2025339099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-467-8800
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: Tanya Marie Curcio
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-983/1707/MUZZYTM
NAME OF SUBMITTER:	Julie S. Piantanida
Signature:	/julie piantanida/
Date:	01/28/2014

Total Attachments: 14
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A FIFTH THIRD BANCORP BANK**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 20, 2013 (the “Effective Date”), is entered into by and between **MUZZY OUTDOORS, LLC**, a Delaware limited liability company (“Debtor”), whose principal place of business and mailing address is 110 Beasley Road, Cartersville, Georgia 30120, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (“Agent”). Debtor hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Second Amended and Restated Credit Agreement dated as of even date herewith among Debtor, Out Rage, LLC, a Delaware limited liability company, Agent, LC Issuer, and the Lenders from time to time party thereto (as may hereafter be further amended, renewed, consolidated, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Trademark Collateral”) comprises collectively: (a) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark”, and collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all of Debtor’s rights corresponding to each of the Trademarks throughout the world; (f) the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; (g) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, (i) the Trademark Collateral shall not include any Excluded Property (as defined in the Amended and Restated Security Agreement, dated as of even date herewith, between Debtor and Agent (the “General Security Agreement”)), in the manner, and to the extent, provided in the definition of Excluded Property therein, and (ii) nothing in this Agreement is intended to be, or

may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES: Except for (a) licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice and (b) non-exclusive licenses entered into in connection with the settlement of disputes and/or litigation involving Debtor or any of its Affiliates, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Agent, which consent will not be unreasonably withheld by Agent so long as no Event of Default has occurred and is continuing (in which case Agent may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to make and continue to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to each Secured Creditor that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be made or is deemed to be remade pursuant thereto, true:

(a) Except as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free and clear from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); *provided that*, as it pertains to any Trademark License Rights for which Debtor is a licensee, Debtor’s ability to grant a security interest hereunder is subject to the terms and conditions set forth in the agreement(s) governing such Trademark License Rights;

(b) Set forth on Schedule I is a complete and accurate list of all unexpired Trademarks registered with (or applications pending with) the United States Patent and Trademark Office and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and (ii) to Debtor's Knowledge, each Trademark is enforceable and each application for registration of any Trademark is valid, registered or registrable, and enforceable;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as otherwise disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Except as may be set forth on Schedule I, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Agent of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES: Until Termination of this Agreement occurs in accordance with Section 9(j):

(a) Debtor will furnish to Agent in writing, upon Agent's reasonable request, a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Agent shall require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, that are not now identified in Schedule I, (i) Debtor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business;

(d) Debtor will notify Agent promptly in writing (i) of any information which Debtor has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of any Secured Creditor with respect thereto; and (ii) when Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Agent if Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "Infringement"). Debtor will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for any Permitted Liens or as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark Collateral;

(g) Debtor will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business; and

(h) Debtor will pay all reasonable expenses, including reasonable attorneys' fees incurred by Agent in the exercise (including enforcement) of any of Agent's rights or remedies

under this Agreement or applicable law; and Debtor agrees that such expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and all other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby (a) makes, constitutes and appoints Agent (with full power of substitution) its true and lawful attorney in fact: (i) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting Agent's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein; (ii) to record the security interest in any and all Trademark Collateral in favor of Agent (for the benefit of the Secured Creditors) with the United States Patent and Trademark Office (and each other applicable Governmental Authority); (iii) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein; and (iv) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (3) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral and (b) specifically authorizes Agent as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

8. DEFAULT:

(a) After the occurrence and during the continuance of an Event of Default:

(i) Agent may resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, the right to: (A) cause the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (B) require Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (C) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Trademark Collateral); and (D) sell the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full in cash of all Obligations (other than contingent indemnification obligations which survive termination of the Credit Agreement for which Agent has not made a claim), only

when they are actually received by Agent. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (1) the goodwill of the Business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Debtor will supply to Agent or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services;

(ii) Debtor will, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Agent; and

(iii) Agent may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies with respect to the occurrence and during the continuance of an Event of Default, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Agent or any other Secured Creditor to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default, and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Moreover, Debtor acknowledges and agrees that Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Agent shall inure to the benefit of the Secured Creditors and their successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement 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. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file and/or record with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents relating to the Trademark Collateral as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, after the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Agent, for the benefit of the Secured Creditors, in the Trademark Collateral.

(f) No Secured Creditor shall have any duty of care with respect to the Trademark Collateral except that Agent shall exercise reasonable care with respect to the Trademark Collateral in its custody. Agent shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which it accords its own property or (ii) Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Agent will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Agent failed to comply with any request of Debtor or (B) Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any agreement, document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, modifications, restatements and amendments thereof but only to the extent such renewals, extensions, supplements, modifications, restatements or amendments thereof are not prohibited by the terms of any Loan Document. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. Whenever the sense of this Agreement so requires, the masculine or feminine gender will be substituted for, or be deemed to include, the neuter, the feminine gender will be substituted for the masculine, or the masculine will be deemed to include the feminine, and the neuter gender will be substituted for, or be deemed to include, the masculine or, as applicable, feminine gender. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the General Security Agreement, or Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the General Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(h) EACH SECURED CREDITOR AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any express conflict, in Agent's judgment: (a) between the terms of this Agreement and the Credit Agreement, then the applicable terms and provisions of the Credit Agreement will control, and (b) between the terms of this Agreement and any of the other Loan Documents (other than the Credit Agreement), then

the applicable terms and provisions, in Agent's judgment exercised in good faith, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control. Notwithstanding anything to the contrary in the foregoing sentence, and for the avoidance of any doubt, it is hereby acknowledged and agreed that: (i) the foregoing sentence does not negate any Credit Party's obligations under, or impair any Secured Creditor's rights with respect to, any representation, any covenant, or any other term or provision in any other Loan Document, in each case to the extent that such representation, covenant, term or provision does not expressly conflict with the terms of this Agreement, and (ii) if there is any ambiguity or implicit inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's good faith judgment, providing the Secured Creditors with greater rights, remedies, powers, privileges, or benefits will control.

(j) This Agreement will terminate ("Termination") on the later to occur of: (i) the full performance, payment in cash and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which no Secured Creditor has given notice of a claim thereof against Debtor) or (ii) the termination of all commitments to extend credit and other obligations of the Secured Creditors under the Credit Agreement. Upon such Termination, Agent will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Agent hereunder on the Trademark Collateral or similar instrument of conveyance prepared by Agent.

(k) As between Agent and the other Secured Creditors: (i) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement, the Credit Agreement and the other Loan Documents, as applicable, and (ii) by accepting the benefits of this Agreement, each Lender and the LC Issuer acknowledges and agrees that (A) the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement, the Credit Agreement, and the other Loan Documents, as applicable, and (B) this Agreement may be enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement, the Credit Agreement, and the other Loan Documents, as applicable. As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

(l) Prior to the Effective Date, Debtor and Existing Lender entered into that certain Trademark Security Agreement dated as of May 16, 2013, as amended by that certain First Amendment to Trademark Security Agreement dated as of August 20, 2013 as amended, the "Existing Trademark Security Agreement"). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which Debtor is a party will govern the present relationship among Debtor and the Secured Creditors with respect to the subject matter hereof. Debtor hereby further ratifies and reaffirms any and all grants of Liens by it to Agent (as assignee of the Existing Lender and for the benefit of the Secured Creditors) on the Trademark Collateral as security for the Obligations, and Debtor acknowledges and confirms that the grants

of the Liens by it to Agent (for the benefit of the Secured Creditors) on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

MUZZY OUTDOORS, LLC

By: 
Charles T. Lelon, Chairman

FIFTH THIRD BANK, as Agent

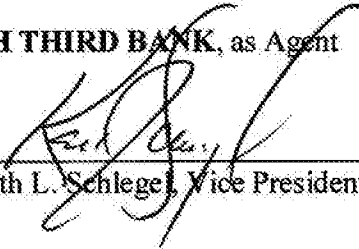
By: _____
Keith L. Schlegel, Vice President

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

MUZZY OUTDOORS, LLC

By: _____
Charles T. Lelon, Chairman

FIFTH THIRD BANK, as Agent

By:  _____
Keith L. Schlegel, Vice President

SCHEDULE I**TRADEMARKS AND LICENSES****Registered/Pending Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
CROSSKILL	85/408,545	08-26-2011	4,223,084	10-09-2012
DX-3	85/520,462	01-19-2012	4,198,255	08-28-2012
TIME TO MUZZY UP	85/245,184	02-17-2011	4,161,963	06-19-2012
MUZZY	78/880,462	05-10-2006	3,244,423	05-22-2007
PHANTOM	78/232,566	04-01-2003	2,866,693	07-27-2004
X-CELERATOR	77/617,624	11-19-2008	3,703,299	10-27-2009
MUZZY 200 CLUB	77/555,516	08-26-2008	3,656,958	07-21-2009
MX-3	77/555,031	07-25-2008	3,598,309	03-31-2009
MX-4	77/554,994	08-25-2008	3,598,306	03-31-2009
MUZZY HUNTING CAMP	77/554,940	08-25-2008	3,704,235	11-03-2009
MUZZY BAD TO THE BONE BOWHUNTING TV and Design	77/336,971	11-26-2007	3,535,146	11-18-2008
THROUGH THE EYES OF A SPORTSMAN	75/644,582	02-22-1999	2,488,324	09-11-2001
BAD TO THE BONE	75/423,844	01-27-1998	2,201,548	11-03-1998
BAD THROUGH THE BONE	75/400,703	12-05-1997	2,256,095	06-22-1999
SLATE-MATE	75/280,122	04-23-1997	2,137,497	02-17-1998
SPEED-LOC	74/509,751	04-07-1994	2,067,462	06-03-1997

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
MUZZY (Stylized)	73/527,947	03-21-1985	1,392,491	08-06-1986
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.