

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Muzzy Outdoors, LLC		04/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
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	
Registration Number:	2256095	BAD THROUGH THE BONE	
Registration Number:	2137497	SLATE-MATE	
Registration Number:	2067462	SPEED-LOC	
Registration Number:	1392491	MUZZY	
Registration Number:	1695460	TRU-FIRE	
TRADEMARK			

CH \$540.00 4223084

Property Type	Number	Word Mark
Registration Number:	1814487	X-CALIPER
Registration Number:	3504272	
Registration Number:	3463397	SWITCHBLADE

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 043339-0008

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 04/24/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2014, by MUZZY OUTDOORS, LLC and OUT RAGE, LLC (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of the date hereof (the “Security Agreement”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MUZZY OUTDOORS, LLC and
OUTRAGE, LLC

By: 

Name: Richard Krause

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005267 FRAME: 0385

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Agent

By: Michael L. Smith
Name:
Title: Michael L. Smith
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<i>Mark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Owner</i>
ROCKY MOUNTAIN	73/527,882	1,363,569	Out Rage, LLC
RAGE	78/780,071	3,314,168	Out Rage, LLC
LEADING THE EVOLUTION IN LETHAL TECHNOLOGY	85/739,924	4,367,302	Out Rage, LLC
CROSSKILL	85/408,545	4,223,084	Muzzy Outdoors, LLC
DX-3	85/520,462	4,198,255	Muzzy Outdoors, LLC
TIME TO MUZZY UP	85/245,184	4,161,963	Muzzy Outdoors, LLC
MUZZY	78/880,462	3,244,423	Muzzy Outdoors, LLC
PHANTOM	78/232,566	2,866,693	Muzzy Outdoors, LLC
X-CELERATOR	77/617,624	3,703,299	Muzzy Outdoors, LLC
MUZZY 200 CLUB	77/555,516	3,656,958	Muzzy Outdoors, LLC
MX-3	77/555,031	3,598,309	Muzzy Outdoors, LLC
MX-4	77/554,994	3,598,306	Muzzy Outdoors, LLC
MUZZY HUNTING CAMP	77/554,940	3,704,235	Muzzy Outdoors, LLC
MUZZY BAD TO THE BONE BOWHUNTING TV and Design	77/336,971	3,535,146	Muzzy Outdoors, LLC
THROUGH THE EYES OF A SPORTSMAN	75/644,582	2,488,324	Muzzy Outdoors, LLC
BAD TO THE BONE	75/423,844	2,201,548	Muzzy Outdoors, LLC
BAD THROUGH THE BONE	75/400,703	2,256,095	Muzzy Outdoors, LLC
SLATE-MATE	75/280,122	2,137,497	Muzzy Outdoors, LLC
SPEED-LOC	74/509,751	2,067,462	Muzzy Outdoors, LLC
MUZZY (Stylized)	73/527,947	1,392,491	Muzzy Outdoors, LLC
TRU-FIRE	74/114,217	1,695,460	Muzzy Outdoors, LLC
X-CALIPER	74/295,391	1,814,487	Muzzy Outdoors,

<i>Mark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Owner</i>
			LLC
Design	77/360,678	3,504,272	Muzzy Outdoors, LLC
SWITCHBLADE	77/122,514	3,463,397	Muzzy Outdoors, LLC

Trademark Applications:

<i>Mark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Owner</i>
HELIOS	86/148,063	Pending	Out Rage, LLC
KORE TECHNOLOGY	86/148,069	Pending	Out Rage, LLC
FERADYNE OUTDOORS	85/646,876	Pending	Out Rage, LLC
HYPODERMIC	85/779,975	Pending	Out Rage, LLC
TF	86/190,769	Pending	Muzzy Outdoors, LLC
TF and Design	86/190,770	Pending	Muzzy Outdoors, LLC
TRUFIRE and Design	86/190,764	Pending	Muzzy Outdoors, LLC