

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BowTech, Inc.		04/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as US Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4388255	HEARTBREAKER	
Registration Number:	4413725	BINARY	
Registration Number:	3929486	DESTROYER	
Registration Number:	4035502	FLX GUARD	
Registration Number:	4183625	HARDCORE LIMBS	
Registration Number:	4361651	OVERDRIVE BINARY	
Registration Number:	3829722	STRYKER	
Registration Number:	3248710	BINARY CAM SYSTEM	
Registration Number:	2395926	BOWTECH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-663		
NAME OF SUBMITTER:	Oscar Ruiz		

CH \$240.00 4388255

SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/28/2014
Total Attachments: 6 source=Trademark Security Agreement (BowTech)#page1.tif source=Trademark Security Agreement (BowTech)#page2.tif source=Trademark Security Agreement (BowTech)#page3.tif source=Trademark Security Agreement (BowTech)#page4.tif source=Trademark Security Agreement (BowTech)#page5.tif source=Trademark Security Agreement (BowTech)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2014, is made by the undersigned ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent for itself and for the US Lenders and as agent for the Canadian Agent and the Canadian Lenders and each other Secured Party referred to therein (each as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 28, 2014 (as the same may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BowTech, Inc., a Delaware corporation ("BowTech"), Excalibur Crossbow US, Inc., a Delaware corporation ("Excalibur US"), Excalibur Crossbow, Inc., a Delaware corporation ("Excalibur" and with BowTech and Excalibur US, each a "US Borrower" and collectively, the "US Borrowers"), Excalibur Crossbow Canada Inc., an Ontario corporation (the "Canadian Borrower"; the Canadian Borrower and the US Borrowers, collectively, the "Borrowers"), the other Credit Parties from time to time party thereto, GE Capital, as US Agent for the US Lenders and the L/C Issuers, the Canadian Lenders, GE Capital Canada Finance Inc., as Canadian Agent for the Canadian Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured

Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The 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.

Counterparts. This 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.

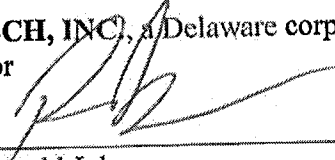
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

BOWTECH, INC., a Delaware corporation,
as Grantor


By: 

Name: Ronald Johnson

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as US Agent

By: 
Name: Denis Collins
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005269 FRAME: 0018

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
HEARTBREAKER	85885453	3/25/13	4388255	8/20/13	Registered
BINARY	85823393	1/15/13	4413725	10/8/13	Registered
DESTROYER	77824094	9/10/09	3929486	3/8/11	Registered
FLX GUARD	77824103	9/10/09	4035502	10/4/11	Registered
HARDCORE LIMBS	77824109	9/10/09	4183625	7/31/12	Registered
OVERDRIVE BINARY	77824114	9/10/09	4361651	7/2/13	Registered
STRYKER	78934738	7/21/06	3829722	8/3/10	Registered
BINARY CAM SYSTEM	78690105	8/10/05	3248710	5/29/07	Registered
BOWTECH	75855614	11/22/99	2395926	10/17/00	Renewed (Registered)

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

BowTech, Inc. has license agreements with the following third parties to use BowTech, Inc.'s trademarks for which it receives royalties:

1. Morrell Manufacturing, Inc.:
BOWTECH®
2. Decalguyz LLC dba Arrowwrap:
BOWTECH®
Refuse to Follow™
Diamond Archery™ by BOWTECH®, Rock Solid™
3. Blazing Creationz LLC:
BOWTECH®
4. SKB Corporation:
BOWTECH®
Refuse to Follow™
Diamond Archery™ by BOWTECH®, Rock Solid™

5. Quality Archery Design:
BOWTECH®
Refuse to Follow™
Diamond Archery™ by BOWTECH®, Rock Solid™

6. Midwest Textile Mtf. Corp:
BOWTECH®
Refuse to Follow™
Diamond Archery™ by BOWTECH®, Rock Solid™