

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springfield, Inc.		05/28/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as administrative agent		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Fifth Third Center		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1444050	SPRINGFIELD ARMORY	
Registration Number:	1445059	SPRINGFIELD ARMORY	
Registration Number:	2265800	MICRO COMPACT	
Registration Number:	2422391	PROFESSIONAL CAL.45	
Registration Number:	2535887	SMART (SAFER MERCHANDISING OF ARMS FOR R	
Registration Number:	2782651	XD	
Registration Number:	3018429	XML	
Registration Number:	3158356	OPERATOR	
Registration Number:	3326933	EMP	
Registration Number:	3290585	XD GEAR	
Registration Number:	3942063	11 GEAR	
Registration Number:	2976873	EXTREME DUTY	
Registration Number:	4108989	XD GEAR	
Registration Number:	3986007	XDM	
Registration Number:	3931339	XDM	
Registration Number:	3904641	XDM GEAR	
Registration Number:	3966609	XD	
Registration Number:	3670117	XD GEAR	
Registration Number:	4099336	MEGAZINE	
TRADEMARK			

CH \$665.00 1444050

Property Type	Number	Word Mark
Registration Number:	4093840	RANGE OFFICER
Registration Number:	4394804	SPRINGFIELD ARMORY SINCE 1794
Registration Number:	4280544	XDS
Registration Number:	4374821	SPRINGFIELD ARMORY HS PRODUKT KARLOVAC
Registration Number:	4378784	SPRINGFIELD ARMORY 1974
Registration Number:	4390784	1794 SPRINGFIELD ARMORY 1994
Serial Number:	85173263	COMBAT XD

CORRESPONDENCE DATA

Fax Number: 3125774565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-113
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	05/30/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of May 28, 2014 is executed and delivered by SPRINGFIELD, INC., an Illinois corporation (“**Grantor**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor owns the Trademarks registered or applied for with the United States Patent and Trademark Office set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of May 28, 2014 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:


(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing owned by Grantor, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

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- Signature Page(s) Follow -*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

SPRINGFIELD, INC.

By: 

Name: Dennis Reese

Title: Chief Executive Officer

**ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date
SPRINGFIELD ARMORY	73605118	06/19/1986	1444050	06/23/1987
SPRINGFIELD ARMORY & DESIGN	73605119	06/19/1986	1445059	06/30/1987
MICRO COMPACT	75249113	02/27/1997	2265800	07/27/1999
PROFESSIONAL CAL. 45	76006467	03/21/2000	2422391	01/16/2001
SMART (SAFER MERCHANDISING OF ARMS FOR RETAIL TRADE)	76081532	06/30/2000	2535887	02/05/2002
XD	76328827	10/19/2001	2782651	11/11/2003
XML	78207916	01/28/2003	3018429	11/22/2005
OPERATOR	78758972	11/22/2005	3158356	10/17/2006
EMP	78769059	12/08/2005	3326933	10/30/2007
XD GEAR	78827117	03/02/2006	3290585	09/11/2007
11 GEAR	78849715	03/30/2006	3942063	04/05/2011
EXTREME DUTY	76375649	02/26/2002	2976873	07/26/2005
XD GEAR	77156282	04/13/2007	4108989	03/06/2012
XDM	77240624	07/27/2007	3986007	06/28/2011
XDM	77300816	10/10/2007	3931339	03/15/2011
XDM GEAR	77300819	10/10/2007	3904641	01/11/2011
XD	77327100	11/12/2007	3966609	05/24/2011
XD GEAR	77327106	11/12/2007	3670117	08/18/2009
MEGAZINE	77607500	11/05/2008	4099336	02/14/2012
RANGE OFFICER	85356603	06/27/2011	4093840	01/31/2012
SPRINGFIELD ARMORY SINCE 1794 & Design	85665088	06/29/2012	4394804	09/03/2013
XDS	85449927	10/18/2011	4280544	01/22/2013
SPRINGFIELD ARMORY HS PRODUKT KARLOVAC & Design	85665170	06/29/2012	4374821	07/30/2013
SPRINGFIELD ARMORY 1974 & Design	85681321	07/19/2012	4378784	08/06/2013
1794 SPRINGFIELD ARMORY 1994 & Design	85680566	07/18/2012	4390784	08/27/2013

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
COMBAT XD	85173263	11/10/2010