OP \$190.00 4024209

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM331036

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Supplemental Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barnett Outdoors, LLC		02/03/2015	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as administrative agent	
Street Address:	500 First Avenue	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4024209	BLOODSPORT
Serial Number:	86492540	BLOODSPORT
Serial Number:	86492546	BLOODSPORT
Serial Number:	86492494	BLOODSPORT
Serial Number:	86492513	BLOODSPORT
Serial Number:	86492521	
Serial Number:	86492531	

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Michael Barys TR/	
DATE SIGNED:	02/04/2015	

TRADEMARK REEL: 005452 FRAME: 0877

Total Attachments: 5

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TRADEMARK REEL: 005452 FRAME: 0878

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
To the Director of the U. S. Patent and Trademark Office: Please 1. Name of conveying party(ies): Barnett Outdoors, LLC Individual(s) Association Partnership Limited Partnership Corporation- State: X Other LLC-FL Citizenship (see guidelines) USA Additional names of conveying parties attached? Yes No. Nature of conveyance/Execution Date(s): Execution Date(s) February 3, 2015	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Yes No Name: PNC Bank, National Association, as administrative agen Street Address: 500 First Avenue City: Pittsburgh State: PA Country: USA Zip: _15219 Individual(s) Citizenship		
Assignment Merger Security Agreement Change of Name Other Supplemental Security Agreement 4. Application number(s) or registration number(s) and	Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
A. Trademark Application No.(s) See Schedule A C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:		
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3365	Deposit Account Number		
Docket Number:	Authorized User Name		
Email Address: ecarrera@cahill.com			
9. Signature:	February 4, 2015		
Signature Elaine Carrera	Date		
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005452 FRAME: 0879

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of February 3, 2015 by and from Barnett Outdoors, LLC (the "Pledgor") to and in favor of PNC Bank, National Association, for itself and as Administrative Agent for the Secured Parties (in such capacity, the "Agent").

This Supplemental Grant has been granted in conjunction with the security interest granted under the Patent, Trademark and Copyright Security Agreement, dated October 11, 2013, by and among the Pledgor, the other pledgors party thereto and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"). The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the IP Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) <u>Definitions; Incorporation by Reference</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the IP Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the IP Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall govern.
- 2) The Security Interest. To secure the full payment and performance of all Secured Obligations, and as a supplemental to the IP Security Agreement, each Pledgor hereby grants, and conveys a security interest to Agent for the benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights, including those identified on Schedule A attached hereto.
- 3) <u>Counterparts</u>. This Supplemental Grant 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.
- 4) <u>Governing Law</u>. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

* * * * * *

IN WITNESS WHEREOF, the Pledgor has executed this Supplemental Grant effective as of the date first written above.

BARNETT OUTDOORS, LLC

Name: John Preusser Title: Chief Financial Officer

SCHEDULE A

Trademark Registrations and Applications

Trademark	Registration No.
BLOODSPORT	4,024,209 (SUPPLEMENTAL)

Trademark	Application No.
BLOODSPORT	86492540
BLOODSPORT	86492546
BLOD SPORT	86492494
BLOD SPORT	86492513
	86492521
	86492531

Patents and Patent Applications

Country	Serial No.	Filing Date	Title
US	61/725444	12-Nov-2012	Indicator
US	14/078356	12-Nov-2013	Indicator
US	61/923727	05-Jan-2014	Lighted Nock
US	62/090321	10-Dec-2014	Arrow
US	14/589,703	05-Jan-2015	Lighted Nock

Schedule A-2

RECORDED: 02/04/2015

TRADEMARK REEL: 005452 FRAME: 0883