

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		04/02/2015	chartered bank: GEORGIA
RECEIVING PARTY DATA			
Name:	Outdoors Acquisition Co LLC		
Street Address:	13413 Galleria Circle, Suite Q-300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75579345	AVERY	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>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.</i>			
Phone:	3123722000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	092619-0018		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	04/03/2015		
Total Attachments: 11			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of the 2nd day of April, 2015 by SunTrust Bank, a Georgia state chartered bank ("Assignor"), to Outdoors Acquisition Co LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

That, for and in consideration of Ten Dollars (U.S. \$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, transferred, assigned, granted and conveyed, and does hereby transfer, assign, grant and convey unto the Assignee, as its interests may appear, the following:

1. All right, title and interest of Assignor as Bank, in and to that certain:

Intellectual Property Security Agreement (the "Security Agreement") dated as of June 11, 2008 executed by Avery Outdoors, Inc., a Tennessee corporation (the "Borrower"), a copy of which is attached hereto, including without limitation all right, title and interest of Assignor, as secured party in those certain Trademarks listed on Schedule 1 attached thereto.

Assignor represents and warrants to Assignee that: (i) Assignor is the lawful owner and holder of the Security Agreement; (ii) Assignor has a good and marketable right title and interest to sell, assign, transfer, grant and convey the Security Agreement; (iii) Assignor has not sold, transferred, assigned, conveyed, granted, mortgaged or hypothecated the Security Agreement to any person or entity other than Assignee; and (iv) Assignor will warrant and forever defend the ownership of the Security Agreement by Assignee against the claims of all persons.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the first date above written.

ASSIGNOR

SUNTRUST BANK

By: Mark T. Kawa
Name: MARK T. KAWA
Title: SUNTRUST PRESIDENT

ASSIGNEE

OUTDOORS ACQUISITION CO LLC

By: _____
Name: Spencer Moore
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the first date above written.

ASSIGNOR

SUNTRUST BANK

By: _____
Name: _____
Title: _____

ASSIGNEE

OUTDOORS ACQUISITION CO LLC

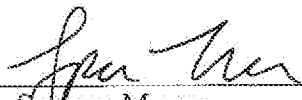
By:  _____
Name: Spencer Moore
Title: Manager

EXHIBIT "A"
INTELLECTUAL PROPERTY SECURITY AGREEMENT

(See attached)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 11, 2008 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by AVERY OUTDOORS, INC., a Tennessee corporation (the "Grantor") in favor of SUNTRUST BANK, a Georgia state chartered bank ("Bank").

RECITALS:

Pursuant to a Loan and Security Agreement of even date herewith, between the Grantor, and the Bank (as the same may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"); except as otherwise defined herein, terms used herein and defined in the Loan Agreement shall be used herein as so defined), the Bank will make Advances to the Grantor, all as more specifically described in the Loan Agreement.

It is a condition precedent to the obligations of the Bank to make the Advances under the Loan Agreement that the Grantor executes and delivers this Intellectual Property Security Agreement to the Bank for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Government Authorities.

The Grantor desire to execute this Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Bank a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the indebtedness, liabilities and obligations of the Grantor in respect of the Obligations:

(a) (1) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all

licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule L, (2) all inventions and improvements described and claimed therein, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (1) all copyrights, regardless of whether the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule L, (2) the rights to print, publish and distribute any of the foregoing, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (1) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule L, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (1) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule L, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

{Signature page follows}

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

AVERY OUTDOORS, INC.,
a Tennessee corporation

By: 

Name: Allen Hughes
Title: V.P.

PATENTS PENDING

Application No.	Date Filed	Title

COPYRIGHTS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES