

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIRCHWOOD CASEY, LLC		10/20/2014	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, for itself and as administrative agent for the Lenders		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1778509	BORE SCRUBBER	
<b>Registration Number:</b>	1304544	GUN SCRUBBER	
<b>Registration Number:</b>	2934230	DIRTY BIRD	
<b>Registration Number:</b>	2797935	GALLERY	
<b>Registration Number:</b>	2800488	QUALIFIER	
<b>Registration Number:</b>	2760628	TARGET SPOTS	
<b>Registration Number:</b>	2025503	SHOOT-N-C	
<b>Registration Number:</b>	1845553	CLEANPOWER	
<b>Registration Number:</b>	1746633	BIRCHWOOD CASEY	
<b>Registration Number:</b>	1572127	WORLD OF TARGETS	
<b>Registration Number:</b>	1542152	MICROLOK	
<b>Registration Number:</b>	1161003	RIG-RAG	
<b>Registration Number:</b>	0876870	PERMA BLUE	
<b>Registration Number:</b>	0895876	TRU-OIL	
<b>Registration Number:</b>	0894872	BIRCHWOOD CASEY	
<b>Registration Number:</b>	0878059	PRESTO	
<b>Registration Number:</b>	0509235	RIG	
<b>Registration Number:</b>	4375781	PREGAME	

CH \$1190.00 1778509

Property Type	Number	Word Mark
Registration Number:	4375782	TRICK SHOT
Registration Number:	4375784	CHECKERED FLAG
Registration Number:	4375783	STAR BURST
Registration Number:	4279297	FREEZER BURN
Registration Number:	4279298	DEAD SEA
Registration Number:	4279300	SNACK RABBIT
Registration Number:	4279310	SCAR TISSUE
Registration Number:	4279312	NIGHT WATCH
Registration Number:	4279313	FARM HAND
Registration Number:	4279314	FINAL HARVEST
Registration Number:	4279315	GROUNDS CREW
Registration Number:	4194107	CRAWL SPACE
Registration Number:	4194108	HOUSE GUEST
Registration Number:	4194109	BUZZ KILL
Registration Number:	4215296	STICK A BULL
Registration Number:	4076835	DRAIN PIPE
Registration Number:	4076832	SMOKEHOUSE
Registration Number:	4019290	GO FETCH
Registration Number:	4019292	PRIMAL CUT
Registration Number:	4019294	SPECIAL DELIVERY
Registration Number:	4019295	SHOPPING SPREE
Registration Number:	4019215	DARKOTIC
Registration Number:	4019230	FINE PRINT
Registration Number:	2994794	VIZWIZ
Registration Number:	3077494	BARRICADE
Serial Number:	86395258	BOOMSLANG
Serial Number:	86395283	HOPPER SPIT
Serial Number:	86395264	LITTLE RATTLER
Serial Number:	86377584	RENEWALUBE

**CORRESPONDENCE DATA**

Fax Number: 6123408827

*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: (612) 492-6819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist, DORSEY & WHITNEY LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

**TRADEMARK**

**REEL: 005504 FRAME: 0100**

<b>ATTORNEY DOCKET NUMBER:</b>	059235-10513
<b>NAME OF SUBMITTER:</b>	Evan P. Everist
<b>SIGNATURE:</b>	/Evan P. Everist/
<b>DATE SIGNED:</b>	04/24/2015

**Total Attachments: 5**

source=US Bank Birchwood Casey Confirmatory Grant of Security Interest in Trademarks#page1.tif

source=US Bank Birchwood Casey Confirmatory Grant of Security Interest in Trademarks#page2.tif

source=US Bank Birchwood Casey Confirmatory Grant of Security Interest in Trademarks#page3.tif

source=US Bank Birchwood Casey Confirmatory Grant of Security Interest in Trademarks#page4.tif

source=US Bank Birchwood Casey Confirmatory Grant of Security Interest in Trademarks#page5.tif

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of October 20, 2014, by and from BIRCHWOOD CASEY, LLC, a Minnesota limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, BC Acquisition, LLC, a Minnesota limited liability company ("Birchwood Acquisition"), and the Grantor (together with Birchwood Acquisition, each, a "Borrower," and collectively, the "Borrowers"), the Lenders, and the Administrative Agent are parties to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrower certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the 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) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under any Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;


(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

BIRCHWOOD CASEY, LLC

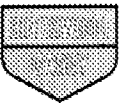

By:   
Name: Michael T. Davies  
Title: Assistant Secretary

Confirmatory Grant in Trademarks

**TRADEMARK**  
**REEL: 005504 FRAME: 0104**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BORE SCRUBBER	RENEWED (REGISTERED) Supplemental Register	74310284	31-AUG-1992	1778509	22-JUN-1993
GUN SCRUBBER	RENEWED (REGISTERED) Section 2(F)	73354621	15-MAR-1982	1304544	13-NOV-1984
DIRTY BIRD	RENEWED (REGISTERED)	78306645	29-SEP-2003	2934230	15-MAR-2005
GALLERY	RENEWED (REGISTERED)	78217313	21-FEB-2003	2797935	23-DEC-2003
QUALIFIER	RENEWED (REGISTERED)	78216487	19-FEB-2003	2800488	30-DEC-2003
TARGET SPOTS	RENEWED (REGISTERED)	76083938	05-JUL-2000	2760628	09-SEP-2003
SHOOT-N-C	RENEWED (REGISTERED)	75042932	16-JAN-1996	2025503	24-DEC-1996
CLEANPOWER	RENEWED (REGISTERED)	74432619	07-SEP-1993	1845553	19-JUL-1994
BIRCHWOOD CASEY 	RENEWED (REGISTERED)	74106599	09-OCT-1990	1746633	19-JAN-1993
WORLD OF TARGETS 	RENEWED (REGISTERED)	73791127	05-APR-1989	1572127	19-DEC-1989
MICROLOK	RENEWED (REGISTERED)	73748825	29-AUG-1988	1542152	06-JUN-1989
RIG-RAG	RENEWED (REGISTERED)	73215491	14-MAY-1979	1161003	14-JUL-1981
PERMA BLUE	RENEWED (REGISTERED)	72310077	21-OCT-1968	0876870	16-SEP-1969
TRU-OIL	RENEWED (REGISTERED)	72310078	21-OCT-1968	0895876	04-AUG-1970
BIRCHWOOD CASEY	RENEWED (REGISTERED)	72310083	21-OCT-1968	0894872	21-JUL-1970

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
PRESTO	RENEWED (REGISTERED)	72310087	21-OCT-1968	0878059	07-OCT-1969
RIG	RENEWED (REGISTERED)	71521163	22-APR-1947	0509235	03-MAY-1949
PREGAME	REGISTERED	85802441	13-DEC-2012	4375781	30-JUL-2013
TRICK SHOT	REGISTERED	85802443	13-DEC-2012	4375782	30-JUL-2013
CHECKERED FLAG	REGISTERED	85802448	13-DEC-2012	4375784	30-JUL-2013
STAR BURST	REGISTERED	85802446	13-DEC-2012	4375783	30-JUL-2013
FREEZER BURN	REGISTERED	85644284	06-JUN-2012	4279297	22-JAN-2013
DEAD SEA	REGISTERED	85644285	06-JUN-2012	4279298	22-JAN-2013
SNACK RABBIT	REGISTERED	85644289	06-JUN-2012	4279300	22-JAN-2013
SCAR TISSUE	REGISTERED	85644506	06-JUN-2012	4279310	22-JAN-2013
NIGHT WATCH	REGISTERED	85644508	06-JUN-2012	4279312	22-JAN-2013
FARM HAND	REGISTERED	85644509	06-JUN-2012	4279313	22-JAN-2013
FINAL HARVEST	REGISTERED	85644512	06-JUN-2012	4279314	22-JAN-2013
GROUND CREW	REGISTERED	85644514	06-JUN-2012	4279315	22-JAN-2013
CRAWL SPACE	REGISTERED	85508940	04-JAN-2012	4194107	21-AUG-2012
HOUSE GUEST	REGISTERED	85508941	04-JAN-2012	4194108	21-AUG-2012
BUZZ KILL	REGISTERED	85508942	04-JAN-2012	4194109	21-AUG-2012
STICK A BULL	REGISTERED	85416387	07-SEP-2011	4215296	25-SEP-2012
DRAIN PIPE	REGISTERED	85321606	16-MAY-2011	4076835	27-DEC-2011
SMOKEHOUSE	REGISTERED	85321599	16-MAY-2011	4076832	27-DEC-2011
GO FETCH	REGISTERED	85235367	07-FEB-2011	4019290	30-AUG-2011
PRIMAL CUT	REGISTERED	85235369	07-FEB-2011	4019292	30-AUG-2011
SPECIAL DELIVERY	REGISTERED	85235371	07-FEB-2011	4019294	30-AUG-2011
SHOPPING SPREE	REGISTERED	85235372	07-FEB-2011	4019295	30-AUG-2011
DARKOTIC	REGISTERED	85234574	04-FEB-2011	4019215	30-AUG-2011
FINE PRINT	REGISTERED	85234646	04-FEB-2011	4019230	30-AUG-2011
VIZWIZ	REGISTERED	78429917	04-JUN-2004	2994794	13-SEP-2005
BARRICADE	REGISTERED	78353040	16-JAN-2004	3077494	04-APR-2006
BOOMSLANG	PENDING Intent to Use	86395258	15-SEP-2014		
HOPPER SPIT	PENDING Intent to Use	86395283	15-SEP-2014		
LITTLE RATTLER	PENDING Intent to Use	86395264	15-SEP-2014		
RENEWALUBE	PENDING Intent to Use	86377584	26-AUG-2014		