

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FL Archery Holdings LLC		07/13/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3584290	APPLE	
Registration Number:	3577164	APPLE ARCHERY	
Registration Number:	3581298	SINCE 1992 APPLE ARCHERY	
Registration Number:	2986995	BLACK HOLE	
Registration Number:	2808385	BLOCK	
Registration Number:	4535824	BLOCK BLACK	
Registration Number:	2875444	GLENDEL	
Registration Number:	4066869	HURRICANE	
Registration Number:	3851637	IQ	
Registration Number:	2539993	LETHAL WEAPON	
Registration Number:	3614820	QC	
Registration Number:	4620799	RETINA LOCK	
Registration Number:	4565606	S4GEAR	
Registration Number:	4212747	S4GEAR	
Registration Number:	4207909	SHOOTER	
Registration Number:	2001052	SURE LOC	
Registration Number:	4066868	X-PRESS	

CH \$440.00 3584290

CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 312-993-2622**Email:** gayle.grocke@lw.com**Correspondent Name:** Gayle D. Grocke c/o Latham & Watkins LLP**Address Line 1:** 330 N. Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	043339-0008
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	07/15/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2015, by FL Archery Holdings LLC (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of April 24, 2014 (the “Security Agreement”) in favor of the Agent 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. 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 Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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,

FL ARCHERY HOLDINGS LLC


By: 

Name: Jim Burk

Title: Chief Financial Officer

Accepted and Agreed:


ARES CAPITAL CORPORATION,
as Agent

By: 

Name: **Penni Roll**
Title: **Authorized Signatory**

SCHEDULE I

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	3,584,290	APPLE
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	3,577,164	APPLE ARCHERY
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	3,581,298	APPLE ARCHERY SINCE 1992 & Design 
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	2,986,995	BLACK HOLE
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	2,808,385	BLOCK
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,535,824	BLACK BLOCK
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	2,875,444	GLENDEL
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,066,869	HURRICANE
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	3,851,637	IQ
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	2,539,993	LETHAL WEAPON
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	3,614,820	QC
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,620,799	RETINA LOCK
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,565,606	S4GEAR
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,212,747	S4GEAR
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,207,909	SHOOTER
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	2,001,052	SURE LOC
FL Archery Holdings LLC (as successor in interest to Field Logic Inc.)	4,066,868	X-PRESS

Trademark Applications:

None.