

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Birchwood Casey, LLC		04/29/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	0509235	RIG	
Registration Number:	0876870	PERMA BLUE	
Registration Number:	0878059	PRESTO	
Registration Number:	0894872	BIRCHWOOD CASEY	
Registration Number:	0895876	TRU-OIL	
Registration Number:	1161003	RIG-RAG	
Registration Number:	1304544	GUN SCRUBBER	
Registration Number:	1572127	WORLD OF TARGETS	
Registration Number:	1746633	BIRCHWOOD CASEY	
Registration Number:	1778509	BORE SCRUBBER	
Registration Number:	1845553	CLEANPOWER	
Registration Number:	2025503	SHOOT-N-C	
Registration Number:	2760628	TARGET SPOTS	
Registration Number:	2797935	GALLERY	
Registration Number:	2800488	QUALIFIER	
Registration Number:	2934230	DIRTY BIRD	
Registration Number:	3077494	BARRICADE	
Registration Number:	4019215	DARKOTIC	
TRADEMARK			

CH \$1265.00 0509235

Property Type	Number	Word Mark
Registration Number:	4019230	FINE PRINT
Registration Number:	4019290	GO FETCH
Registration Number:	4019292	PRIMAL CUT
Registration Number:	4019294	SPECIAL DELIVERY
Registration Number:	4019295	SHOPPING SPREE
Registration Number:	4076832	SMOKEHOUSE
Registration Number:	4076835	DRAIN PIPE
Registration Number:	4194107	CRAWL SPACE
Registration Number:	4194108	HOUSE GUEST
Registration Number:	4194109	BUZZ KILL
Registration Number:	4215296	STICK A BULL
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:	4375781	PREGAME
Registration Number:	4375782	TRICK SHOT
Registration Number:	4375783	STAR BURST
Registration Number:	4375784	CHECKERED FLAG
Serial Number:	86377584	RENEWALUBE
Registration Number:	4847452	BOOMSLANG
Serial Number:	86395283	HOPPER SPIT
Serial Number:	86395264	LITTLE RATTLER
Registration Number:	4403121	SHOOT N SPIN
Serial Number:	86766293	DONKEY GONG
Serial Number:	86766320	ACE OF DIAMONDS
Serial Number:	86766344	KING OF DIAMONDS
Serial Number:	86766366	JACK OF DIAMONDS

CORRESPONDENCE DATA

Fax Number: 6129778650

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: 6129778400

Email: ip@briggs.com

Correspondent Name: Briggs and Morgan, P.A.
Address Line 1: 80 South Eighth Street
Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 38237.99

NAME OF SUBMITTER: Audrey J. Babcock

SIGNATURE: /Audrey J. Babcock/

DATE SIGNED: 05/03/2016

Total Attachments: 10

source=BMO-PCM_Birchwood Casey#page1.tif
source=BMO-PCM_Birchwood Casey#page2.tif
source=BMO-PCM_Birchwood Casey#page3.tif
source=BMO-PCM_Birchwood Casey#page4.tif
source=BMO-PCM_Birchwood Casey#page5.tif
source=BMO-PCM_Birchwood Casey#page6.tif
source=BMO-PCM_Birchwood Casey#page7.tif
source=BMO-PCM_Birchwood Casey#page8.tif
source=BMO-PCM_Birchwood Casey#page9.tif
source=BMO-PCM_Birchwood Casey#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 29, 2016, is made by **BIRCHWOOD CASEY, LLC**, a Minnesota limited liability company (the “Grantor”) in favor of **BMO HARRIS BANK N.A.**, a national banking association with an address at 50 South Sixth Street, Suite 1000, Minneapolis, Minnesota 55402 (the “Secured Party”).

WHEREAS, PCM Companies, LLC, a Minnesota limited liability company, (the “Borrower”) has entered into a Credit Agreement with the Secured Party dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the

grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (eg, "pdf") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BIRCHWOOD CASEY, LLC

By: 
Name: Michael T. Davies
Its: *Assistant Secretary*

Address for Notices:
Birchwood Casey, LLC
c/o PCM Companies, LLC
2150 Dodd Road
Mendota Heights, MN 55120
Attention: Michael T. Davies

Agreed to and accepted:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

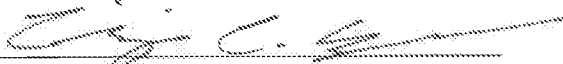
BIRCHWOOD CASEY, LLC

By: _____
Name: _____
Its: _____

Address for Notices:

Agreed to and accepted:

BMO HARRIS BANK N.A.

By: 
Name: Philip P. Krump
Its: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (BIRCHWOOD CASEY, LLC)]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

TITLE	PATENT No.	COUNTRY
Shooting Target With Reactive Zones	9,170,077	United States
Shooting Target	Pending (Serial No. 14/580,938)	United States
Target Holder	D742,993	United States
Spinning Target Element	Pending (Serial No. 29541200)	United States

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION NO.	COUNTRY
RIG	509,235	USA
Perma Blue	876,870	USA
Presto	878,059	USA
Birchwood Casey	894,872	USA
Tru-Oil	895,876	USA
Rig-Rag	1,161,003	USA
Gun Scrubber	1,304,544	USA
World of Targets & Design	1,572,127	USA
Birchwood Casey & Design*	1,746,633	USA
Bore Scrubber	1,778,509	USA
Cleanpower	1,845,553	USA
Shoot-N-C	2,025,503	USA
Target Spots	2,760,628	USA
Gallery	2,797,935	USA
Qualifier	2,800,488	USA
Dirty Bird	2,934,230	USA
Barricade	3,077,494	USA
Darkotic	4,019,215	USA
Fine Print	4,019,230	USA
Go Fetch	4,019,290	USA
Primal Cut	4,019,292	USA
Special Delivery	4,019,294	USA
Shopping Spree	4,019,295	USA
Smokehouse	4,076,832	USA
Drain Pipe	4,076,835	USA
Crawl Space	4,194,107	USA
House Guest	4,194,108	USA
Buzz Kill	4,194,109	USA
Stick A Bull	4,215,296	USA
Freezer Burn	4,279,297	USA
Dead Sea	4,279,298	USA
Snack Rabbit	4,279,300	USA
Scar Tissue	4,279,310	USA
Night Watch	4,279,312	USA
Farm Hand	4,279,313	USA

TRADEMARK	REGISTRATION NO.	COUNTRY
Final Harvest	4,279,314	USA
Grounds Crew	4,279,315	USA
Pregame	4,375,781	USA
Trick Shot	4,375,782	USA
Star Burst	4,375,783	USA
Checkered Flag	4,375,784	USA
Renewalube	86/377,584 (pending)	USA
Boomslang	4,847,452	USA
Hopper Spit	86/395,283 (pending)	USA
Little Rattler	86/395,264 (pending)	USA
Shoot-N-Spin	4,403,121	USA
Donkey Gong	86/766,293 (pending)	USA
Ace of Diamonds	86/766,320 (pending)	USA
King of Diamonds	86/766,344 (pending)	USA
Jack of Diamonds	86/766,366 (pending)	USA
Birchwood Casey	4,439,683	EU Community
RIG	UCA 30,494	Canada
Perma Blue	TMA 165,147	Canada
Presto	TMA 167,992	Canada
Tuf-Sheen	TMA 167,993	Canada
Aluma	TMA 169,117	Canada
Birchwood Casey & Design	TMA 175,527	Canada
Birchwood Casey	TMA 181,605	Canada
Tru-Oil	TMA 185,845	Canada
Gun Scrubber	TMA 276,271	Canada
Reel Scrubber	TMA 337,224	Canada
Shoot-N-C (Stylized)	TMA 482,034	Canada
Birchwood Casey & Color Design	1,687,729 (pending)	Canada

SCHEDULE 3**COPYRIGHT REGISTRATIONS AND APPLICATIONS****United States Copyrights**

Reg. No.	Title	Work	Reg. Date	Status
VA 1-793-342	Battle at Sea	Firearm Target	7/14/11	Registered
VA 1-813-748	Blood Drive	Firearm Target	12/12/11	Registered
VA 1-785-793	Blood Trail	Firearm Target	7/22/11	Registered
VA 1-813-746	Buzz Kill	Firearm Target	12/12/11	Registered
VA 1-813-684	Chip Shot	Firearm Target	12/12/11	Registered
VA 1-785-794	Drain Pipe	Firearm Target	7/22/11	Registered
VA 1-785-792	Fine Print	Firearm Target	7/22/11	Registered
VA 1-786-027	Go Fetch	Firearm Target	7/22/11	Registered
VA 1-812-494	House Guest	Firearm Target	12/12/11	Registered
VA 1-786-102	Primal Cut	Firearm Target	7/22/11	Registered
VA 1-793-336	Saloon Shootout	Firearm Target	9/30/11	Registered
VA 1-786-101	Shopping Spree	Firearm Target	7/22/11	Registered
VA 1-786-105	Smokehouse	Firearm Target	7/22/11	Registered
VA 1-786-100	Special Delivery	Firearm Target	7/22/11	Registered
VA 1-720-376	Crawl Space	Firearm Target	12/12/11	Registered

VA 1-833-743	Dead Sea	Firearm Target	6/12/2012	Registered
VA 1-833-733	Farm Hand	Firearm Target	6/12/2012	Registered
VA 1-833-742	Final Harvest	Firearm Target	6/12/2012	Registered
VA 1-833-731	Freezer Burn	Firearm Target	6/12/2012	Registered
VA 1-833-713	Grounds Crew	Firearm Target	6/12/2012	Registered
VA 1-833-723	Night Watch	Firearm Target	6/12/2012	Registered
VA 1-833-716	Scar Tissue	Firearm Target	6/12/2012	Registered
VA 1-833-737	Snack Rabbit	Firearm Target	6/12/2012	Registered
VA 1-867-739	Checkered Flag	Firearm Target	1/22/2013	Registered
VA 1-867-740	Trick Shot	Firearm Target	1/22/2013	Registered
VA 1-867-737	Star Burst	Firearm Target	1/22/2013	Registered
1-486730011	Bad Guy	Firearm Target	6/12/2014	Pending Application