

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388047

<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>
SPRINGFIELD, INC.		06/15/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>Internal Address:</b>	Fifth Third Center		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4645497	XDS GEAR	
<b>Registration Number:</b>	4382460	SPRINGFIELD ARMORY	
<b>Registration Number:</b>	4764068	MOD.2	
<b>Registration Number:</b>	4772261	GRIP ZONE	
<b>Registration Number:</b>	4918930	RO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic C/O Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	210196-113		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	06/15/2016		

CH \$140.00 4645497

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 15, 2016 is executed and delivered by SPRINGFIELD, INC., an Illinois corporation (“**Grantor**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

### **RECITALS:**

WHEREAS, Grantor owns the Trademarks registered or applied for with the United States Patent and Trademark Office set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of May 28, 2014 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing owned by Grantor, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

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- Signature Page(s) Follow -*

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

**SPRINGFIELD, INC.**

By:  \_\_\_\_\_  
Name: Dennis J. Reese  
Title: Chief Executive Officer

**ANNEX 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
XDS GEAR	85542457	02/14/2012	4645497	11/25/14
SPRINGFIELD ARMORY & Design	85665240	06/29/2012	4382460	08/13/2013
MOD.2	86444268	11/4/14	4764068	6/30/15
GRIP ZONE	86444272	11/4/14	4772261	7/14/15
RO	86356547	8/4/14	4918930	3/15/16

**TRADEMARK APPLICATIONS**

None.