

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389901

<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>
Daisy Manufacturing Company		06/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daisy Second Lien LLC		
<b>Street Address:</b>	10 Wright St.		
<b>Internal Address:</b>	Suite 230		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3206527	TAKE PRIDE. IT'S A DAISY	
<b>Registration Number:</b>	3005498	TAKE AIM AT SAFETY DISCIPLINE PATIENCE R	
<b>Registration Number:</b>	2991237	TARGET PRO	
<b>Registration Number:</b>	2890892	PRECISION MAX	
<b>Registration Number:</b>	2804399	SEED-SELECTOR	
<b>Registration Number:</b>	2837060	FIRST NATURE	
<b>Registration Number:</b>	2740077	SHATTERBLAST	
<b>Registration Number:</b>	2362626	ACCU-LASER	
<b>Registration Number:</b>	1465361	THE ARKANSAS CAN OPENER	
<b>Registration Number:</b>	1424770	POINT SIGHT	
<b>Registration Number:</b>	1044086	POWER LINE	
<b>Registration Number:</b>	0694867	DAISY	
<b>Serial Number:</b>	72080506	DAISY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<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>	2165665731		

OP \$340.00 3206527

**Email:** james.henderson@thompsonhine.com  
**Correspondent Name:** James J. Henderson, Esq.  
**Address Line 1:** 127 Public Square  
**Address Line 2:** 3900 Key Center  
**Address Line 4:** Cleveland, OHIO 44114

**NAME OF SUBMITTER:** James J. Henderson

**SIGNATURE:** /James J. Henderson/

**DATE SIGNED:** 06/30/2016

**Total Attachments: 6**

source=Trademark Security Agreement - Execution Version#page1.tif

source=Trademark Security Agreement - Execution Version#page2.tif

source=Trademark Security Agreement - Execution Version#page3.tif

source=Trademark Security Agreement - Execution Version#page4.tif

source=Trademark Security Agreement - Execution Version#page5.tif

source=Trademark Security Agreement - Execution Version#page6.tif

**THIS AGREEMENT, THE LIENS AND SECURITY INTERESTS GRANTED HEREUNDER AND THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF JUNE 30, 2016 BETWEEN COMERICA BANK, AS ADMINISTRATIVE AGENT AND SECURED PARTY, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).**

## **AGREEMENT**

### **(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 30, 2016, between the undersigned (the "Debtor") and Daisy Second Lien LLC, as secured party ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement dated as of June 30, 2016 (as amended, restated or otherwise modified from time to time, the "Loan Agreement") by and between Daisy Manufacturing Company ("Borrower") and Secured Party, as lender, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower; and

B. WHEREAS, as a condition precedent to the making of the Loans under the Loan Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Loan Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license

agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark or Trademark registration referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Loan Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Loan Agreement as security for the discharge and performance of the Indebtedness. The Loan Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Loan Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Loan Agreement, provided that the Secured Party under the Loan Agreement shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the

Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

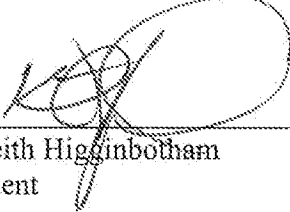
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**DAISY MANUFACTURING COMPANY**

By:   
Name: Keith Higginbotham  
Its: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005823 FRAME: 0087**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**DAISY MANUFACTURING COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

**DAISY SECOND LIEN LLC**

By: Paul E. [Signature]

Its: MANAGER

**SCHEDULE 1.1****TRADEMARK COLLATERAL**

Trademark	Serial No.	Registration No.	Filing Date	Registration Date
TAKE PRIDE, IT'S A DAISY	76/609286	3,206,527	8/30/04	2/6/07
TAKE AIM AT SAFETY DISCIPLINE PATIENCE RESPONSIBILITY SELF- CONTROL DAISY OUTDOOR PRODUCTS (and Design)	76/587551	3,005,498	4/20/04	10/11/05
TARGET PRO (stylized letters)	76/571992	2,991,237	1/27/04	9/6/05
PRECISION MAX	76/509726	2,890,892	4/28/03	10/5/04
SEED-SELECTOR	76/477095	2,804,399	12/20/02	1/13/04
FIRST NATURE	76/446141	2,837,060	9/3/02	4/27/04
SHATTERBLAST	76/446223	2,740,077	8/30/02	7/22/03
ACCU-LASER	75/310367	2,362,626	6/17/97	6/27/00
THE ARKANSAS CAN OPENER	73/648047	1,465,361	3/6/87	11/17/87
POINT SIGHT	73/550415	1,424,770	7/29/85	1/13/87
POWER LINE	73/055710	1,044,086	6/20/75	7/20/76
DAISY	72/080506	695,896	8/31/59	4/12/60
DAISY	72/055310	694,867	7/15/58	3/22/60