

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROSMAN CORPORATION		06/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMPASS GROUP DIVERSIFIED HOLDINGS LLC		
Street Address:	301 RIVERSIDE AVENUE		
Internal Address:	2ND FLOOR		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	4999226	AIRBOW	
Registration Number:	4718153	ARMADA	
Registration Number:	639534	BENJAMIN	
Registration Number:	4157365	CAMO AMMO	
Registration Number:	4804240	CENTERPOINT	
Registration Number:	1336551	CHALLENGER	
Registration Number:	1163642	COPPERHEAD	
Registration Number:	2054289	COPPERHEAD	
Registration Number:	2182963	CROSBLOCK	
Registration Number:	975285	CROSMAN	
Registration Number:	3158715	CROSMAN	
Registration Number:	3522143	DISCOVERY	
Registration Number:	4460987	DUTY CALLS	
Registration Number:	4053760	EPCP	
Registration Number:	4308000	FIREPOW'R	
Registration Number:	4472897	GAME FACE	
Registration Number:	3192193	GENESIS	
Registration Number:	3710040	MARAUDER	

OP \$1115.00 4999226

Property Type	Number	Word Mark
Registration Number:	4020712	MAYHEM
Registration Number:	3868248	NITRO PISTON
Registration Number:	3820364	NITRO PISTON
Registration Number:	1156061	PELLGUNOIL
Registration Number:	3175600	PHANTOM
Registration Number:	3192069	POWERLET
Registration Number:	1860855	POWERMASTER
Registration Number:	4576928	PROWLER
Registration Number:	3157534	PULSE
Registration Number:	1866921	PUMPMASTER
Registration Number:	3607370	RAVEN
Registration Number:	3723411	RECRUIT
Registration Number:	2479041	REPEATAIR
Registration Number:	4016844	ROGUE
Registration Number:	1789292	SHERIDAN
Registration Number:	3280737	SUMMIT
Registration Number:	4625668	TORMENTOR
Registration Number:	3868841	TRAIL NP
Registration Number:	4213751	UNDEAD APOCALYPSE
Registration Number:	4282563	UNDEAD APOCALYPSE
Registration Number:	3732584	VANTAGE
Registration Number:	1716028	VISIBLE IMPACT
Registration Number:	5210912	WILDFIRE
Serial Number:	87460946	AIRMASTER
Serial Number:	87199515	CENTERPOINT
Serial Number:	87102615	SBD

CORRESPONDENCE DATA

Fax Number:

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.

Email: ELIZABETH.BURKHARD@HKLAW.COM

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVE.

Address Line 2: 11TH FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 155256.00001

NAME OF SUBMITTER: LAURA O'BRIEN

SIGNATURE: /LAURA O'BRIEN/

DATE SIGNED:

06/08/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this “Security Agreement”) is entered into as of June 2, 2017, by Crosman Corporation, a Delaware corporation (the “Grantor”), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company (“Secured Party”), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the “Credit Agreement”) among the Secured Party, as lender, the Grantor, as borrower (“Borrower”), Crosman Acquisition Corporation, a Delaware corporation (“Crosman Acquisition”) and Bullseye Acquisition II, LLC, a Delaware limited liability company (“Bullseye II” and, together with Crosman Acquisition, the “Co-Borrowers” and each, a “Co-Borrower”), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Secured Party, Borrower, the Co-Borrowers and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor’s right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office (“USPTO”) the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral 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 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO’s “*Recordation Form Cover Sheet*” for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.


Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN TESTIMONY WHEREOF, Grantor and the Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTORS:

CROSMAN CORPORATION

By: 

Name: Robert Beckwith

Title: President, Chief Executive Officer and
Chief Financial Officer

SECURED PARTY:

COMPASS GROUP DIVERSIFIED
HOLDINGS LLC

By: 


Name: Ryan J. Faulkingham


Title: Chief Financial Officer

[Signature page 2 of 2 to Intellectual Property Security Agreement]

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>	<u>Owner</u>
AIRBOW	86/519708	1/30/2015	4999226	7/12/2016	US	Crosman Corporation
ARMADA	86/305003	6/10/2014	4718153	4/7/2015	US	Crosman Corporation
BENJAMIN	72/007741	5/7/1956	639534	1/8/1957	US	Crosman Corporation
CAMO AMMO	85/445786	10/12/2011	4157365	6/12/2012	US	Crosman Corporation
CENTERPOINT	86/593152	4/10/2015	4804240	9/1/2015	US	Crosman Corporation
CHALLENGER	73/501401	9/27/1984	1336551	5/21/1985	US	Crosman Corporation
COPPERHEAD	73/252573	3/4/1980	1163642	8/4/1981	US	Crosman Corporation
COPPERHEAD	75/013703	11/1/1995	2054289	4/22/1997	US	Crosman Corporation
CROSBLOCK	75/240072	2/11/1997	2182963	8/18/1998	US	Crosman Corporation
CROSMAN	72/431821	8/7/1972	975285	12/25/1973	US	Crosman Corporation
CROSMAN and Design 	78/777154	12/20/2005	3158715	10/17/2006	US	Crosman Corporation
DISCOVERY	77/308641	10/19/2007	3522143	10/21/2008	US	Crosman Corporation
DUTY CALLS	85/742895	10/1/2012	4460987	1/7/2014	US	Crosman Corporation
EPCP	85/066047	6/18/2010	4053760	11/8/2011	US	Crosman Corporation
FIREPOW'R	85/616018	5/3/2012	4308000	3/26/2013	US	Crosman Corporation

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>	<u>Owner</u>
GAME FACE	77/675494	2/22/2009	4472897	1/28/2014	US	Crosman Corporation
GENESIS	78/716929	9/20/2005	3192193	1/2/2007	US	Crosman Corporation
MARAUDER	77/550345	8/19/2008	3710040	11/10/2009	US	Crosman Corporation
MAYHEM	85194802	12/20/2010	4020712	8/30/2011	US	Crosman Corporation
NITRO PISTON	77/725803	4/30/2009	3868248	10/26/2010	US	Crosman Corporation
NITRO PISTON & Design 	77/739177	5/18/2009	3820364	7/20/2010	US	Crosman Corporation
PELLGUNOIL	73/233595	9/28/1979	1156061	6/2/1981	US	Crosman Corporation
PHANTOM	78/781609	12/28/2005	3175600	11/21/2006	US	Crosman Corporation
POWERLET	78/697330	8/22/2005	3192069	1/2/2007	US	Crosman Corporation
POWERMASTER	74/472449	12/22/1993	1860855	11/1/1994	US	Crosman Corporation
PROWLER	85/905979	4/16/2013	4576928	7/29/2014	US	Crosman Corporation
PULSE	78/716937	9/20/2005	3157534	10/17/2006	US	Crosman Corporation
PUMPMASTER	74/472448	12/22/1993	1866921	12/13/1994	US	Crosman Corporation
RAVEN	77/456664	4/24/2008	3607370	4/14/2009	US	Crosman Corporation
RECRUIT	77/561924	9/4/2008	3723411	12/8/2009	US	Crosman Corporation
REPEATAIR	75/752052	7/15/1999	2479041	8/21/2001	US	Crosman Corporation

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>	<u>Owner</u>
ROGUE	85/048963	5/27/2010	4016844	8/23/2011	US	Crosman Corporation
SHERIDAN	74/280539	6/1/1992	1789292	8/24/1993	US	Crosman Corporation
SUMMIT	78/718193	9/22/2005	3280737	8/14/2007	US	Crosman Corporation
TORMENTOR	85/903926	4/15/2013	4625668	10/21/2014	US	Crosman Corporation
TRAIL NP	77/789964	7/27/2009	3868841	10/26/2010	US	Crosman Corporation
UNDEAD APOCALYPSE	85/548219	2/21/2012	4213751	9/25/2012	US	Crosman Corporation
UNDEAD APOCALYPSE	85/651822	6/14/2012	4282563	1/29/2013	US	Crosman Corporation
VANTAGE	77/640780	12/29/2008	3732584	12/29/2009	US	Crosman Corporation
VISIBLE IMPACT	74/186786	7/22/1991	1716028	9/15/1992	US	Crosman Corporation
WILDFIRE	87/088274	6/29/2016	5210912	5/23/2017	US	Crosman Corporation

Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>	<u>Owner</u>
AIRMASTER	87/460946	5/23/2017			US	Crosman Corporation
CENTERPOINT	87/199515	10/11/2016			US	Crosman Corporation
SBD	87/102615	7/13/2016			US	Crosman Corporation

SCHEDULE B

PATENTS

<u>Patent</u>	<u>Application No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Country</u>	<u>Owner</u>
AIR GUN WITH INTEGRATED SOUND SUPPRESSOR	15/079,745	3/24/2016	9,658,018	5/23/2017	US	Crosman Corporation
AIR GUN WITH INTEGRATED SOUND SUPPRESSOR	PCT/US2017/017102	2/9/2017				Crosman Corporation
AIRGUN WITH SELECTIVE BYPASS FROM HIGH PRESSURE RESERVOIR TO FIRING PRESSURE RESERVOIR	62/414,419	10/28/2016			US	Crosman Corporation
ARROW GUN WITH CONTROLLED RETENTION FORCE AND BARREL VIBRATION DAMPING	14/801047	7/16/2015			US	Crosman Corporation
ARROW GUN WITH CONTROLLED RETENTION FORCE AND BARREL VIBRATION DAMPING	15/415589	1/25/2017			US	Crosman Corporation
BLOWBACK ASSEMBLY	12/508696	7/24/2009	8,434,465	5/7/2013	US	Crosman Corporation
BREAK BARREL AIRGUN HAVING ACTIVE INTERLOCK	62/367,274	7/27/2016			US	Crosman Corporation

<u>Patent</u>	<u>Application No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Country</u>	<u>Owner</u>
CLAM SHELL PACKAGE	29/296353	10/18/2007	D576,872	9/16/2008	US	Crosman Corporation
CLAM SHELL PACKAGING	29/246636	4/28/2006	D558,043	12/25/2007	US	Crosman Corporation
DOMED AIRGUN PELLET	29/534469	7/29/2015	D781,993	3/21/2017	US	Crosman Corporation
DUAL SEAR TRIGGER ASSEMBLY WITH CENTERED INTERLOCK	14/542114	11/14/2014	9,194,639	11/24/2015	US	Crosman Corporation
LINEAR BOLT MECHANISM FOR A GUN	12/400372	3/9/2009	8,020,331	9/20/2011	US	Crosman Corporation
MAGAZINE ASSEMBLY FOR PRESENTING A PRESSURE CARTRIDGE TO A COMPRESSED GAS POWERED DEVICE	11/538986	10/5/2006	7,757,682	7/20/2010	US	Crosman Corporation
MODULAR ADAPTIVE GUN	13/006998	1/14/2011	8,464,454	6/18/2013	US	Crosman Corporation
SBD SILENCER DESIGN	29/594,939	2/27/2016			US	Crosman Corporation
SPLIT COMPRESSION PISTON	14/148409	1/6/2014	9,562,738	2/7/2017	US	Crosman Corporation
WADCUTTER AIRGUN PELLET	29/503256	9/24/2014	D752,174	3/22/2016	US	Crosman Corporation