

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAC 'EM BROADHEADS, LLC,		06/23/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association as collateral agent		
Street Address:	1 S. Broad Street		
Internal Address:	Floor 03		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107-3426		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4817401	THE SHARPEST, TOUGHEST, MOST ACCURATE BR	
Registration Number:	3168379	WAC'EM	
Registration Number:	4817403	WAC 'EM AND STACK 'EM	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	212.310.8676		
Email:	juan.arias@weil.com		
Correspondent Name:	Alexa E. Rozell		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Catherine Kim -44907.0001		
NAME OF SUBMITTER:	Alexa E. Rozell		
SIGNATURE:	/Alexa E. Rozell/		
DATE SIGNED:	08/22/2017		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 23, 2017, (this "Agreement"), by WAC 'EM BROADHEADS, LLC, the "Grantor") in favor of Wells Fargo Bank, National Association as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in ABL Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "ABL Agreement"), by and among Feradyne Outdoors, LLC, a Delaware limited liability company (the "Borrower"), Bowhunter Midco, LLC, a Delaware limited liability company ("Holdings"), the subsidiaries of the Borrower from time to time party thereto, as subsidiary guarantors (the "Subsidiary Guarantors") the lenders from time to time party thereto (the "Lenders") and Wells Fargo Bank, National Association, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

WAC 'EM BROADHEADS, LLC

By: 

Name: Mike Janousek

Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Cynthia Matje
Name: Cynthia Matje
Title: Vice President

SCHEDULE I

TRADEMARKS

OWNER	REGISTRATION NUMBER	TRADEMARK
Wac'Em Archery Products, LLC	4817401	THE SHARPEST, TOUGHEST, MOST ACCURATE BROADHEAD EVER!
Wac'Em Archery Products, LLC	3168379	WAC'EM
Wac'Em Archery Products, LLC	4817403	Wac 'Em and Stack 'Em

TRADEMARK APPLICATIONS

None.

SCHEDULE II**PATENTS**

OWNER	PATENT NUMBER	TITLE
Wac'Em Broadheads, LLC	7011589	Tri-Blade Broadhead With Manually Sharpenable Trocar Tip
Wac'Em Broadheads, LLC	8382617	Multi-Blade Broadhead With Manually Sharpenable Tip

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

Schedule III

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