

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448782

<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>
Heckler & Koch GMBH		08/18/2017	Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank Trustees Limited		
<b>Street Address:</b>	125 Old Broad Street		
<b>Internal Address:</b>	Fifth Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 1AR		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2715006	HK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>	2124464800		
<b>Email:</b>	hayley.smith@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	Attn Hayley Smith		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Hayley Smith		
<b>SIGNATURE:</b>	//Hayley Smith//		
<b>DATE SIGNED:</b>	10/26/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated August 18, 2017, is made by the person listed on the signature pages hereof, each with its principal address at Heckler und Koch-Strasse 1, 78727 Oberndorf, Germany (the "Grantor") in favor of U.S. BANK TRUSTEES LIMITED, as Security Agent for the Secured Parties (as defined in the Senior Facilities Agreement referred to below) (the "Security Agent").

Reference is made to the Senior Facilities Agreement, dated as of July 24, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Senior Facilities Agreement"), among, H&K AG, Heckler & Koch GmbH, the other Guarantors from time to time party thereto, the Lenders party thereto from time to time, Elavon Financial Services DAC, UK Branch, as Agent, and U.S. Bank Trustees Limited, as Security Agent for the Secured Parties. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Senior Facilities Agreement.

WHEREAS, as a condition precedent to the Lenders extension of such credit, the Grantor has executed and delivered that certain Security Agreement dated August 18, 2017, made by the Grantor and the other "Grantors" party to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Senior Facilities Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Senior Facilities Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

HECKLER & KOCH GMBH, Grantor

By: 

Name: Norbert Scheuch  
Title: Chairman of Management Board

By: 

Name: Wolfgang Hesse  
Title: Member of Management Board

U.S. BANK TRUSTEES LIMITED, as Security Agent and Grantee


By:  

Name:  
Title: Rebecca Lewis      David Harnett  
Authorized Signatory      Authorized Signatory

KE 47253644.17

SCHEDULE A

**Trademark Registrations and Applications**

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
	76/192,815 2,715,006	1/9/2001 / 5/13/2003

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