OP \$40.00 2341771

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM468493

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		04/03/2018	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Bushnell Inc.
Street Address:	9200 Cody
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66208
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2341771	SIERRA

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176365 TM RLSE
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	04/04/2018

Total Attachments: 4

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PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS dated as of April 3, 2018 (this "Partial Release"), by BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") in favor of Bushnell Inc., a Delaware corporation (the "Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below) /or the Security Agreement (as defined below).

- Reference is made (i) that certain Amended and Restated Credit Agreement dated as of April 1, 2016, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of May 9, 2017 (as the same heretofore may have been or hereafter may be further amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Credit Agreement"), among Vista Outdoor Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Bank of America, N.A., as Administrative Agent for the Lenders (the "Administrative Agent"), (ii) that certain Amended and Restated Security Agreement dated as of April 1, 2016 (as the same heretofore may have been or hereafter may be further amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Security Agreement"), among the Borrower, the Grantor, the other subsidiaries of the Borrower from time to time party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties and (iii) the Intellectual Property Security Agreement dated April 1, 2016, among the Grantor and the other grantors listed therein and the Administrative Agent (the "IP Security Agreement" and together with the Credit Agreement and the Security Agreement, the "Security Documents").
- B. Pursuant to the Security Documents, the Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest in all right, title or interest of the Grantor in, among other things, the trademark of the Grantor set forth on Schedule I (the "Released Trademark Collateral"), which security interests were recorded with the United States Patent & Trademark Office on April 12, 2016 at Reel/Frame 5769/0823.
- C. The Borrowers hereby notify the Administrative Agent that the Grantor is a party to that certain Trademark Acquisition Agreement dated as of April 3, 2018 (the "Acquisition Agreement", attached hereto as Exhibit A) by and between Seller and Sig Sauer, Inc., a Delaware corporation, (the "Purchaser"), pursuant to which Seller has agreed to transfer certain of its assets, including the Released Trademark Collateral (such assets, to the extent sold pursuant to the Acquisition Agreement, the "Transferred Assets") to Purchaser.

Pursuant to Section 29 of the Security Agreement, and acting in reliance upon (i) that certain Officer's Certificate dated the date hereof, the Administrative Agent does hereby release, relinquish and discharge any and all security interests it has against the Released Trademark Collateral, and hereby reassigns to the Grantor any and all right,

title, and interest that the Administrative Agent may have in or to such Release Trademark Collateral, provided, however, that it is understood and agreed that such release, relinquishment, discharge and reassignment is made without recourse, representation, warranty or other assurance of any kind (express or implied).

This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the IP Security Agreement or the Security Agreement (such collateral, the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the IP Security Agreement and the Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the IP Security Agreement and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

The Administrative Agent hereby authorizes the Borrower and the Grantor and their successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office and other necessary filings, in each case at the expense of the Borrower, to evidence the release and termination of the Administrative Agent's security interests in the Released Trademark Collateral.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent,

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Brenda Schriner

Title:

Vice President

Schedule I

Trademarks

$\underline{Trademarks}$

Registered Trademarks

Owner	Mark		Registration Date
Bushnell Inc.	SIERRA	2341771	April 11, 2000

[[3709911]]

RECORDED: 04/04/2018