

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477324

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SINTERFIRE, INC.		06/08/2018	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Breakaway Capital Management, LLC, as Administrative Agent		
<b>Street Address:</b>	1901 Avenue of the Stars, Suite 360		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75559200	SINTERFIRE	
<b>Serial Number:</b>	76203794	SPECIAL DUTY	
<b>Serial Number:</b>	76218167	GREENLINE	
<b>Serial Number:</b>	86035405	SPECIAL DUTY	
<b>Serial Number:</b>	86035417	GREENLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		
<b>SIGNATURE:</b>	/s/ AG		
<b>DATE SIGNED:</b>	06/08/2018		
<b>Total Attachments: 10</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("*IP Security Agreement*"), dated as of June 8, 2018, is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of **BREAKAWAY CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company, as administrative agent for the Secured Parties and collateral agent for Secured Parties (in each such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*").

**WHEREAS**, SinterFire Holdings II LLC, a Delaware limited liability company (the "*Parent*") and Sinterfire Acquisition Corp., a Delaware corporation ("*Borrower*"), have entered into a Loan Agreement, dated as of June 8, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Loan Agreement*"), with the Guarantors from time to time party thereto, the lenders from time to time party thereto (each, a "*Lender*" and, collectively, the "*Lenders*"), and the Administrative Agent.

**WHEREAS**, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Guaranty and Security Agreement, dated as of June 8, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*"), made by and among the Grantors in favor of the Administrative Agent, for the benefit of the Secured Parties.

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. **Grant of Security.** Each Grantor hereby unconditionally grants, assigns, and pledges, to the Administrative Agent for the ratable benefit of the Secured Parties, to secured the Secured Obligations, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "*IP Collateral*"):

(a) (i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule 1 hereto, all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and (ii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License (collectively, the "*Patent Collateral*");

(b) (i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule 2 hereto, (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (iii) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (B) injury to the

goodwill associated with any Trademark, or (C) right to receive license fees, royalties, and other compensation under any Trademark License (collectively, the “**Trademark Collateral**”); and

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to a Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the “**Copyrights**”); (ii) all renewals or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright License (collectively, the “**Copyright Collateral**”).

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

2. Recordation. Each Grantor authorizes the Commissioner for Patent Collateral, the Commissioner for Trademark Collateral and the Register of Copyright Collateral and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (*i.e.* “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SINTERFIRE, INC.**, a Pennsylvania corporation,  
as a Grantor

By: 

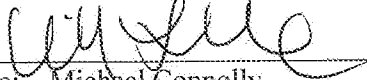
Name: Brandon Graves  
Title: President and CEO

Address for Notices:

200 Industrial Park Rd  
Kersey, PA 15846

AGREED TO AND ACCEPTED:

**BREAKAWAY CAPITAL MANAGEMENT,  
LLC**, a Delaware limited liability company, as the  
Administrative Agent

By:   
Name: Michael Connolly  
Title: Authorized Signatory

Address for Notices:  
BREAKAWAY CAPITAL MANAGEMENT,  
LLC  
1901 Avenue of the Stars, Suite 360  
Los Angeles, CA 90067  
Attention: Michael Connolly  
Fax No.: (310) 272-1801

**SCHEDULE 1**  
to  
**IP SECURITY AGREEMENT**

**Patents**

Utility Patents:

<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>App. No.</u>	<u>Patent No. / Issue Date</u>
United States	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	09/186,366	6,090,178 (July 18, 2000)
Austria	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Registered	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )
Belgium	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Registered	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )
Brazil	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	P19909779-6	P19909779-6 (same number as application) (March 20, 2012)
Canada	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	2329617	2329617 (January 20, 2009)
China	Frangible Metal Bullets, Ammunition and Method of	Issued	99806883.7	ZL99806883.7 (June 25, 2003)

	Making Such Articles			
Europe	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	99956466.9	1080240 (August 9, 2006)
Finland	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )
France	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )
Germany	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	based on EPO 99956466.9	69932720.2 (August 9, 2006)
Hong Kong	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	01107926.3	1037009 (Sept. 26, 2003)
Israel	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	139160	139,160 (March 19, 2006)
Italy	Frangible Metal Bullets, Ammunition and Method of Making Such	Issued	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )



	Articles			
Japan	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	2000-558937	4602550 (October 8, 2010)
Mexico	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	010280	223968 (Nov. 5, 2004)
Russian Federation	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	2000129521/20	2225587 (March 10, 2004)
South Africa	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	2000/6559	2000/6559 (April 24, 2002)
Sweden	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )
United Kingdom	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	based on EPO 99956466.9	*1080240 (August 9, 2006) (*same number as EPO patent )
United States	Frangible Metal Bullets, Ammunition and Method of Making Such Articles	Issued	09/617,909	6,263,798 (July 24, 2001)

United States	Method of Canneluring Frangible Bullets	Issued	10/774,390	7,143,679
United States	Method of Canneluring Frangible Bullets	Issued	11/585,220	7,322,297

Pending Patent Applications:

<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Patent or App. No.</u>	<u>Filing Date</u>
United States	Bullet Comprising a Compacted Mixture of Copper Powder	Pending	15/406,003 (US2017/0205215)	January 13, 2017
PCT	Bullet Comprising a Compacted Mixture of Copper Powder	Pending	International Application PCT/US2017/013438 (WO 2017127301 A1)	January 13, 2017

Design Patents:

<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Design Patent (Application No.)</u>	<u>Issue Date</u>
United States	Bullet	Issued	Des. 502,525 (29/203,272)	Mar. 1, 2005
United States	Fishing Sinkers]	Allowed	(29/571,955)	

Trademarks:

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No. (Registration Date)</u>
United States	SINTERFIRE	Registered	75/559,200	2,311,124
United States	SPECIAL DUTY	Registered	76/203,794	2,590,070 (July 2, 2002)
United States	GREENLINE	Registered	76/218,167	2,584,064 (June 18, 2002)
United States	SPECIAL DUTY	Registered	86/035,405	4459329 (Dec 31, 2013)
United States	GREENLINE	Registered	86/035,417	4459330 (Dec 31, 2013)

**SCHEDULE 3**  
**TO**  
**IP SECURITY AGREEMENT**  
**COPYRIGHT REGISTRATIONS**

None.

**Copyright Licenses**

None.