OP \$140.00 516761

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAVIN CROSSBOWS, LLC		09/04/2018	Limited Liability Company: WISCONSIN

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: 5

Property Type	Number	Word Mark
Registration Number:	5167617	HELICOIL
Registration Number:	5124614	RAVIN
Registration Number:	5365666	TACHEADS
Registration Number:	5330636	TIME TO PREY
Serial Number:	86740671	RAVIN ARMS

CORRESPONDENCE DATA

Fax Number:

900464665

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:	155256.00005
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	09/04/2018

Total Attachments: 7 source=IP Security Agreement (USE)_60356349_1#page1.tif source=IP Security Agreement (USE)_60356349_1#page2.tif source=IP Security Agreement (USE)_60356349_1#page3.tif source=IP Security Agreement (USE)_60356349_1#page4.tif source=IP Security Agreement (USE)_60356349_1#page5.tif source=IP Security Agreement (USE)_60356349_1#page6.tif source=IP Security Agreement (USE)_60356349_1#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT (RAVIN)

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 September 4, 2018, by Ravin Crossbows, LLC, a Wisconsin limited liability company (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 dated of June 2, 2017 (as amended by that certain Omnibus Waiver of and First Amendment to Credit Agreement and Guarantee and Collateral Agreement dated as of August 31, 2017, that certain Omnibus Waiver of and Second Amendment to Credit Agreement and Guarantee and Collateral Agreement dated as of the date hereof and 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 a borrower ("Borrower"), Crosman Corporation, a Delaware corporation, as a borrower ("Crosman") and Velocity Outdoor Inc. f/k/a Bullseye Acquisition Corporation, a Delaware corporation ("Velocity" and, together with Borrower and Crosman, the "Co-Borrowers" and each, a "Co-Borrower"), and (ii) that certain Guarantee and Collateral Agreement dated of June 2, 2017 (as amended by that certain Omnibus Waiver of and First Amendment to Credit Agreement and Guarantee and Collateral Agreement dated as of August 31, 2017, that certain Omnibus Waiver of and Second Amendment to Credit Agreement and Guarantee and Collateral Agreement dated as of the date hereof and as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, each Co-Borrower and those other parties thereto.

Pursuant to that certain Membership Interest Purchase Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Grantor Acquisition Agreement") among Velocity, as purchaser, Grantor, Venatics, Inc., a Wisconsin corporation ("Seller") and the shareholders of Seller signatory thereto, Velocity has acquired all of the issued and outstanding membership interests of Grantor.

Pursuant to Section 6.11 of the Credit Agreement, Grantor is required to become a party to the Credit Agreement as a Co-Borrower.

Pursuant to Section 6.3 of the Collateral Agreement, Grantor is required to become a party to the Collateral Agreement as a Grantor and to grant 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:

- <u>Section 1.</u> <u>Definitions.</u> 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.
- <u>Section 2.</u> <u>Grant of Security Interest.</u> 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 <u>Schedule A</u> hereto) and the Patents (including, without limitation, those items listed on <u>Schedule B</u> hereto).
- <u>Section 3.</u> <u>Purpose.</u> This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("<u>USPTO</u>") 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.

<u>Section 4.</u> <u>Acknowledgment.</u> 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]

- 2 -

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.

GRANTOR:

RAVIN CROSSBOWS, LLC

Name: Robert Beckwith

Title: President and Chief Executive

Officer

SECURED PARTY:

COMPASS GROUP DIVERSIFIED HOLDINGS LLC

Name: Ryan J. Faulkingham

Title: Chief Financial Officer

SCHEDULE A

Trademarks

			DATE	REG.			
MARK	COUNTRY	STATUS	FILED	DATE	REG. NO.	APP. NO.	CLASS
HELICOIL	U.S.	Registered	Dec 7,	Mar 21,	5,167,617	86/841,544	028
			2015	2017			
RAVIN	U.S.	Registered	Oct 9,	Jan 17,	5,124,614	86/086,823	028
			2013	2017			
RAVIN	Canada	Registered	Apr 5,	May 25,	TMA971693	1,775,817	028
			2016	2017			
RAVIN	U.S.	Closed	Aug 28,			86/740,671	028
ARMS			2015				
TACHEAD	U.S.	Registered	Mar 29,	Dec. 26,	5,365,666	86/983,177	013
			2016	2017			
TIME TO	U.S.	Registered	May 19,	Nov. 7,	5,330,636	87/043,485	028
PREY			2016	2017			

 $Schedule\,A$

SCHEDULE B

Patents

<u>Patent</u>	Application No.	<u>Filed</u>	Patent No.	Grant Date	Country	<u>Status</u>
A TILLER AND BOW FOR A CROSSBOW, AND A CROSSBOW	PL2002/000030	4/12/2002	2,481,600	6/22/2010	Canada	Issued
TILLER, BOW AND TRIGGER MECHANISM FOR A CROSSBOW, AND A CROSSBOW	10/511,118	5/9/2005	7,204,242	4/17/2007	US	Issued
ENERGY STORAGE DEVICE FOR A BOW	13/799,518	3/13/2013	9,255,753	2/9/2016	US	Issued
DE-COCKING MECHANISM FOR A BOW	14/071,723	11/5/2013	9,383,159	7/5/2016	US	Issued
COCKING MECHANISM FOR A CROSSBOW	15/171,391	6/2/2016			US	Pending
STRING GUIDE SYSTEM FOR A BOW	14/107,058	12/16/2013	9,354,015	5/31/2016	US	Pending
Crossbow	15/098,537	4/14/2016	9,494,379	11/15/2016	US	Issued
String Control System for a Crossbow	15/098,557	4/14/2016	9,494,380	11/15/2016	US	Issued
Reduced Friction Trigger for a Crossbow	15/098,568	4/14/2016	9,557,134	1/31/2017	US	Issued
Anti-Dry Fire System for a Crossbow	15/098,577	4/14/2016	9,689,638	6/27/2017	US	Issued
Bowstring System for a Bow	15/294,993	10/17/2016	9,879,936	1/30/2018	US	Issued
Torque Control System for Cocking a Crossbow	15/395,705	12/30/2016			US	Pending
Cocking System for a Crossbow	15/395,794	1/19/2017			US	Pending
Crossbow	15/395,835	12/30/2016			US	Pending

Schedule B

#60131196_v1

Patent	Application No.	Filed	Patent No.	Grant Date	Country	<u>Status</u>
Crossbow	15/433,769	2/15/2017			US	Pending
Arrow Assembly for a Crossbow and Methods of Using Same	15/673,784	8/10/2017			US	Pending
Cocking System for a Crossbow	15/782,238	10/12/2017			US	Pending
Crossbow with Pulleys that Rotate Around Stationary Axes	15/782,259	10/12/2017			US	Pending
Bow	15/821,372	11/22/2017			US	Pending
Reduced Length Crossbow	15/909,872	3/1/2018			US	Pending
Crossbow	16/021,443	6/28/2018			US	Pending
Silent Cocking System for a Crossbow	16/021,475	6/28/2018			US	Pending
BOWSTRING CAM ARRANGEMENT FOR COMPOUND CROSSBOW	13/116,731	5/26/2011	8,651,095	2/18/2014	US	Issued
BOWSTRING CAM ARRANGEMENT FOR COMPOUND LONG BOW OR CROSSBOW	14/180,823	2/14/2014	8,899,217	12/2/2014	US	Issued
Bipod with a Quick Connect Feature for Standard Rails	15/433,746	2/15/2017	9,933,225	4/3/2018	US	Issued
Design for: Nock for an Archery Arrow	29/594,119	2/15/2017			US	Pending
High Impact Strength Nock Assembly	15/631,004	6/23/2017			US	Pending
High Impact Strength Lighted Nock Assembly	15/631,016	6/23/2017			US	Pending
Design for Nock for an Archery Arrow	29/627,147	11/22/2017			US	Pending
Design for: Crossbow Case	29/622,378	10/23/2017			US	Pending

Schedule B

#60131196_v1

RECORDED: 09/04/2018