

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498622

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Century Arms, Inc.		11/16/2018	Corporation: VERMONT
Century International Arms, Inc.		11/16/2018	Corporation: VERMONT
Century International Arms Corporation		11/16/2018	Corporation: FLORIDA
Century World Enterprises, Inc.		11/16/2018	Corporation: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	Renasant Bank
<b>Street Address:</b>	3350 Riverwood Parkway
<b>Internal Address:</b>	Riverwood 100 Bldg., Ste 2100
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	Mississippi bank: MISSISSIPPI

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5230146	THE AMERICAN AK
Registration Number:	4969589	C39V2
Registration Number:	4958164	M90 NP
Registration Number:	4958163	M85 NP
Registration Number:	4834859	M92 PV
Registration Number:	4779033	RAS47
Registration Number:	4716410	O-PAP
Registration Number:	4716409	N-PAP
Registration Number:	4716222	DRACO
Registration Number:	4579809	WASR
Registration Number:	4453628	CENTURION
Registration Number:	4110247	CATAMOUNT
Registration Number:	3819787	HOTSHOT

CH \$665.00 5230146

Property Type	Number	Word Mark
Registration Number:	3022898	CENTURION
Registration Number:	2756160	
Registration Number:	2753029	CENTURY INTERNATIONAL ARMS INC.
Registration Number:	2842871	CENTURY ARMS INC.
Registration Number:	1982831	VISION PLUS
Serial Number:	88040710	AC12
Serial Number:	87580329	US PALM
Serial Number:	87882028	
Serial Number:	87881902	US
Serial Number:	87580370	US
Serial Number:	87758678	VSKA
Serial Number:	87440089	DRACO
Serial Number:	87444348	

**CORRESPONDENCE DATA**

**Fax Number:** 4045228409

*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:** 4044205527

**Email:** rjk@phrd.com

**Correspondent Name:** Rhonda J. Kenyeri, Paralegal - PHR&D

**Address Line 1:** 303 Peachtree St. NE, Suite 3600

**Address Line 4:** Atlanta, GEORGIA 30308

**NAME OF SUBMITTER:** C. Keith Taylor

**SIGNATURE:** /ckt/

**DATE SIGNED:** 11/16/2018

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 16th day of November, 2018, among **CENTURY ARMS, INC.**, a Vermont corporation ("Century VT"), **CENTURY INTERNATIONAL ARMS, INC.**, a Vermont corporation ("Century International VT"), **CENTURY INTERNATIONAL ARMS CORPORATION**, a Florida corporation ("Century International FL"), and **CENTURY WORLD ENTERPRISES, INC.**, a Florida corporation ("Century FL"), and each Subsidiary or Affiliate of any of the foregoing that may hereafter join the Loan Agreement (as defined below) as a borrower (collectively with Century VT, Century International VT, Century International FL, and Century FL, the "Borrowers" and, each individually, a "Borrower"), each having a mailing address at 430 South Congress Avenue, Suite 1A, Delray Beach, Florida 33445, and **RENASANT BANK**, a Mississippi bank ("Lender") having a mailing address at 3350 Riverwood Parkway, Riverwood 100 Building, Suite 2100, Atlanta, Georgia 30339 (Attention: Century Arms Loan Administration).

### Recitals:

Borrowers desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") among Lender and Borrower.

Lender is willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Borrowers execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments.

2. To secure the prompt payment and performance of all of the Obligations, each Borrower hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Borrower, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Borrower's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Borrower represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Borrower in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Borrower has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Borrowers are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrowers not to sue third Persons, except for Permitted Liens.

4. Each Borrower covenants and agrees with Lender that:

(a) Such Borrower will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Such Borrower will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by such Borrower in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Borrower has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Borrower hereby grants to Lender and Lender's employees and agents the visitation, audit, and inspection rights with respect to such Borrower and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, Borrowers shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Borrowers in the regular and ordinary course of Borrowers' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Borrowers' obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, a Borrower shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Borrowers shall give to Lender prompt notice thereof in writing.

8. Each Borrower irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Borrowers, each of which Borrowers hereby expressly waive, collect directly any payments due any Borrower in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Borrowers hereby agree that ten (10) days' written notice to Borrowers of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Borrower, which right Borrowers hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Borrowers. If any deficiency shall arise, Borrowers and each Guarantor, if any, of the Obligations (to the extent of such Guarantor's Guaranty) shall remain jointly and severally liable therefor.

10. Each Borrower hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid jointly and severally by Borrowers (it being the intent of Borrowers and Lender that Borrowers shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Borrowers

**on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Revolver Loans.

12. Each Borrower shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Borrowers shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Borrowers' reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Borrowers. Borrowers shall not abandon any right to file a trademark application, or any pending trademark application or trademark unless Borrowers have determined that such trademark application or trademark is no longer necessary or material to the conduct of its business or Lender, in its Permitted Discretion, consents to such abandonment.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Borrowers shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Borrowers shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If Borrowers fail to comply with any of their obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Borrowers' name or in Lender's name, in Lender's sole discretion, but at Borrowers' expense, and Borrowers agree to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Borrowers. Borrowers shall not assign their rights or delegate their duties hereunder without the prior written consent of Lender.

20. This Agreement shall become effective upon acceptance by Lender (notice of which is hereby waived). This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of a signature page of this Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

**22. To the fullest extent permitted by applicable law, each Borrower and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal on the day and year first above written in Georgia, Vermont.

BORROWERS:

**CENTURY ARMS, INC.**

By: Michael Sucher  
Name: **Michael Sucher**  
Title: President and Chief Executive Officer

[CORPORATE SEAL]

**CENTURY INTERNATIONAL ARMS, INC.**

By: Michael Sucher  
Name: **Michael Sucher**  
Title: President and Chief Executive Officer

[CORPORATE SEAL]

**CENTURY INTERNATIONAL ARMS CORPORATION**

By: Michael Sucher  
Name: **Michael Sucher**  
Title: President and Chief Executive Officer

[CORPORATE SEAL]

**CENTURY WORLD ENTERPRISES, INC.**

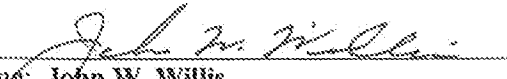
By: Michael Sucher  
Name: **Michael Sucher**  
Title: President and Chief Executive Officer

[CORPORATE SEAL]

[Signatures continue on the following page.]



RENASANT BANK

By:   
Name: John W. Willis  
Title: Senior Vice President

**EXHIBIT A**Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration</u>	<u>Owner</u>
THE AMERICAN AK	86418943	5230146	June 7, 2017	Century International Arms, Inc.
C39V2	86418920	4969589	May 31, 2016	Century International Arms, Inc.
M90NP	86391802	4958164	May 17, 2016	Century International Arms, Inc.
M85NP	86391652	4958163	May 17, 2016	Century International Arms, Inc.
M92PV	86391630	4834859	October 20, 2015	Century International Arms, Inc.
RAS47	86418926	4779033	July 21, 2015	Century International Arms, Inc.
O-PAP	86391611	4716410	April 7, 2015	Century International Arms, Inc.
N-PAP	86391594	4716409	April 7, 2015	Century International Arms, Inc.
DRACO	86379862	4716222	April 7, 2015	Century International Arms, Inc.
WASR	86159921	4579809	August 5, 2014	Century International Arms, Inc.
CENTURION	85797115	4453628	December 24,	Century International Arms, Inc.
CATAMOUNT	85306828	4110247	March 6, 2012	Century International Arms, Inc.
HOT SHOT design	78125477	3819787	July 13, 2010	Century International Arms, Inc.
CENTURION design	78254475	3022898	December 6, 2005	Century International Arms, Inc.
Illustrative Drawing	78135216	2756160	August 26, 2003	Century International Arms, Inc.
CENTURY INTERNATIONAL ARMS INC. design	78135264	2753029	August 19, 2003	Century International Arms, Inc.
CENTURY ARMS INC. design	78135222	2842871	May 18, 2004	Century International Arms, Inc.
VISION PLUS design	74435559	1982831	June 25, 1996	Century International Arms, Inc.

Other Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration</u>	<u>Owner</u>
AC12	88040710	Pending	Pending	Century International Arms, Inc.
USPALM	87580329	Pending	Pending	Century International Arms, Inc.
Illustrative Drawing	87882028	Pending	Pending	Century International Arms, Inc.
US design	87881902	Pending	Pending	Century International Arms, Inc.
US design	87580370	Pending	Pending	Century International Arms, Inc.
VSKA-	87758678	Pending	Pending	Century International Arms, Inc.
DRACO	87440089	Pending	Pending	Century International Arms, Inc.
Illustrative Drawing	87444348	Pending	Pending	Century International Arms, Inc.