

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM530806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GACP FINANCE CO., LLC		07/05/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SAVAGE ARMS, INC.
Street Address:	100 Springdale Road
City:	Westfield
State/Country:	MASSACHUSETTS
Postal Code:	01085
Entity Type:	Corporation: DELAWARE
Name:	SAVAGE SPORTS CORPORATION
Street Address:	900 Ehlen Drive
City:	Anoka
State/Country:	MINNESOTA
Postal Code:	55303
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0595060	FOX
Registration Number:	0091391	STEVENS
Registration Number:	4477909	AXIS
Registration Number:	4529437	ACCUSTOCK
Registration Number:	4529443	ACCUTRIGGER

CORRESPONDENCE DATA

Fax Number:

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: 617-248-5000

Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

OP \$140.00 0595060

Address Line 4: Boston, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	2013098-0002
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	07/08/2019
Total Attachments: 6 source=VISTA_Release.pdf#page1.tif source=VISTA_Release.pdf#page2.tif source=VISTA_Release.pdf#page3.tif source=VISTA_Release.pdf#page4.tif source=VISTA_Release.pdf#page5.tif source=VISTA_Release.pdf#page6.tif	

PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS dated as of July 5, 2019 (this "Partial Release"), by GACP FINANCE CO., LLC, as Administrative Agent (the "Administrative Agent") in favor of CALIBER COMPANY ("Caliber"), SAVAGE SPORTS HOLDINGS, INC. ("Savage Holdings"), SAVAGE SPORTS CORPORATION ("Savage Corporation"), SAVAGE ARMS, INC. ("Savage Arms") and SAVAGE RANGE SYSTEMS, INC. ("Savage Range", and together with Caliber, Savage Holdings, Savage Corporation and Savage Arms, the "Grantors"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Junior Term Loan Credit Agreement (as defined below) or the Junior Term Loan Security Agreement (as defined below).

A. Reference is made (i) that certain Term Loan Credit Agreement dated as of November 19, 2018 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Junior Term Loan Credit Agreement"), among Vista Outdoor Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and GACP Finance Co., LLC, as Administrative Agent for the Lenders, (ii) that certain Term Loan Security Agreement dated as of November 19, 2018 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Junior Term Loan Security Agreement"), among the Borrower, the Grantors, the other subsidiaries of the Borrower from time to time party thereto and GACP Finance Co., LLC, as Administrative Agent for the Secured Parties and (iii) that certain Term Loan Intellectual Property Security Agreement dated as of November 19, 2018, as supplemented by that certain Term Loan Intellectual Property Security Agreement Supplement dated as of March 12, 2019, among Savage Arms, Savage Range, the other grantors listed therein and the Administrative Agent (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Junior Term Loan IP Security Agreement"), and together with the Junior Term Loan Credit Agreement and the Junior Term Loan Security Agreement, the "Junior Term Loan Security Documents").

B. Pursuant to the Junior Term Loan Security Documents, the Grantors granted to the Administrative Agent, for the benefit of the holders of the Obligations, a security interest in all right, title or interest of the Grantors in, among other things, the patents and trademarks of the Grantors set forth on Schedule I (the "Released IP Collateral"), which security interests were recorded with the United States Patent & Trademark Office on December 5, 2018 at Reel/Frame 047688/0306 and 6495/0001 and on March 14, 2019 at Reel/Frame 049515/0590 and 6590/0724.

C. The Grantors hereby notify the Administrative Agent that Caliber is party to that certain Stock Purchase Agreement dated as of July 5, 2019 (the

“Acquisition Agreement”), by and among Vista Outdoor Operations LLC, a Delaware limited liability company (the “Seller”), Caliber, Borrower and Long Range Acquisition LLC, a Delaware limited liability company (the “Purchaser”), pursuant to which the Seller has agreed to transfer the Company Shares (as defined in the Acquisition Agreement) to the Purchaser.

Pursuant to Section 30 of the Junior Term Loan Security Agreement and Section 9.09 of the Junior Term Loan Credit Agreement, and acting in reliance upon 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 IP Collateral, and hereby reassigns to the Grantors any and all right, title, and interest that the Administrative Agent may have in or to such Released IP 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 IP Collateral and to no other collateral arising under the Junior Term Loan Security Documents (such collateral, the “Retained Collateral”). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the Junior Term Loan Security Documents 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 Junior Term Loan Security Documents each 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, the Grantors, the Purchaser 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 IP Collateral.

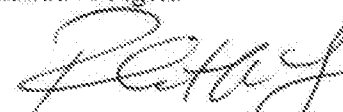
THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT’S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Remainder of page intentionally left blank. Signature pages follow.]

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

GACP FINANCE CO., LLC as
Administrative Agent

By:



Name: Robert Louzan

Title: Managing Director

[Signature Page to Junior Term Loan Partial IP Release]

Schedule I

Patents

Owner Name	Title	Application Number	Filing Date	Patent No.	Issue Date
SAVAGE ARMS, INC.	Muzzle-Loading Firearm	09/873485	6/4/2001	6516549	2/11/2003
SAVAGE ARMS, INC.	Sear and Step Trigger Assembly Having a Secondary Sear Block	09/878600	6/11/2001	6553706	4/29/2003
SAVAGE ARMS, INC.	Firearm Having a Dual Cam, Cock on Close Bolt Action	14/596831	1/14/2015	9377256	6/28/2016
SAVAGE ARMS, INC.	Firearm with Reciprocating Bolt Assembly	14/599408	1/16/2015	9513076	12/6/2016
SAVAGE ARMS, INC.	Extractor Mechanism for Firearm	14/599199	1/16/2015	9599417	3/21/2017
SAVAGE ARMS, INC.	Firearm Having a Dual Cam, Cock on Close Bolt Action	15/171,376	6/2/2016	9,605,917	3/28/2017
SAVAGE ARMS, INC.	Firearm Having a Dual Cam, Cock on Close Bolt Action and a Low Creep Sear and Step Trigger Assembly	14/316426	6/26/2014	9658007	5/23/2017
SAVAGE ARMS, INC.	Semiautomatic Firearm	14/599396	1/16/2015	9810496	11/7/2017
SAVAGE ARMS, INC.	Firearm Having a Dual Cam, Cock on Close Bolt Action and a Low Creep Sear and Step Trigger Assembly	15/600,033	5/19/2017		
SAVAGE ARMS, INC.	Semi-Automatic Shotgun and Components Thereof	15/847822	12/19/2017		
SAVAGE ARMS, INC.	Shotgun	29/637150	2/14/2018		
SAVAGE	Stock for a Firearm	15/419820	1/30/2017		

Owner Name	Title	Application Number	Filing Date	Patent No.	Issue Date
ARMS, INC.					
SAVAGE RANGE SYSTEMS, INC.	Portable Bullet Trap	09/878601	6/11/2001	6732628	5/11/2004
SAVAGE RANGE SYSTEMS, INC.	Projectile Trap and Shooting Range	11/452091	6/13/2006	7434811	10/14/2008
SAVAGE RANGE SYSTEMS, INC.	Open Throat Projectile Trap and Shooting Range	12/726,996	3/18/2010	8459651	6/11/2013
SAVAGE RANGE SYSTEMS, INC.	Lubricated Projectile Trap and Shooting Range	14/857743	9/17/2015	9423217	8/23/2016
SAVAGE RANGE SYSTEMS, INC.	Lubricated Projectile Trap and Shooting Range	15/244802	8/23/2016	9846015	12/19/2017
SAVAGE RANGE SYSTEMS, INC.	Lubricated Projectile Trap and Shooting Range	15/846772	12/19/2017		
SAVAGE RANGE SYSTEMS, INC.	Projectile Trap and Shooting Range	15/353477	11/16/2016		
SAVAGE ARMS, INC.	Modular Stock for a Long Gun	15/952664	4/13/2018		
SAVAGE ARMS, INC.	Firearm Having a Dual Cam, Cock on Close Bolt Action and a Low Creep Sear and Step Trigger Assembly	16/025552	7/2/2018		
SAVAGE ARMS, INC.	Fit Kit for a Rifle Stock	29/656076	7/10/2018		
SAVAGE ARMS, INC.	Stock for a Firearm	16/121344	9/4/2018		
SAVAGE	Muzzle Device,	16/123448	9/6/2018		

Owner Name	Title	Application Number	Filing Date	Patent No.	Issue Date
ARMS, INC.	Firearm Barrel, and Method of Attachment				
SAVAGE ARMS, INC.	Adjustable Force Trigger Mechanism	62/747372	10/18/2018		
SAVAGE ARMS, INC.	Firearm Stock Portion	29/675481	1/2/2019		
SAVAGE RANGE SYSTEMS, INC.	Projectile Trap and Shooting Range	16/167038	10/22/2018		

Trademarks

Owner Name	Title	Application Number	Filing Date	Trademark No.	Registration Date
SAVAGE ARMS, INC.	FOX Stylized	71/657734	12/9/1953	595060	9/14/1954
SAVAGE ARMS, INC.	STEVENS (Stylized)	71066946	11/16/1912	91391	4/29/1913
SAVAGE SPORTS CORPORATION	AXIS	85970244	6/26/2013	4477909	2/4/2014
SAVAGE SPORTS CORPORATION	ACCUSTOCK	86/080799	10/2/2013	4529437	5/13/2014
SAVAGE SPORTS CORPORATION	ACCUTRIGGER	86/080835	10/2/2013	4529443	5/13/2014
SAVAGE SPORTS CORPORATION	MSR ACCUTRIGGER	87764421	1/22/2018		
SAVAGE SPORTS CORPORATION	ACCUCROWN	87762696	1/19/2018		
SAVAGE SPORTS CORPORATION	RENEGAUGE	87953119	06/07/18		