

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Precision Shooting Equipment, Inc.		10/25/2019	Corporation: DELAWARE
Precision Finishing, Inc.		10/25/2019	Corporation: ARIZONA
PSE International, Inc.		10/25/2019	Corporation: DELAWARE
Paul E. Shepley Family Limited Liability Partnership		10/25/2019	Limited Liability Partnership: ARIZONA

RECEIVING PARTY DATA

Name:	Sunflower Bank, N.A.
Street Address:	1400 16th St, Ste 250
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1736750	KING
Registration Number:	1162060	PSE
Registration Number:	1147754	PSE
Registration Number:	3749530	VIBRACHECK
Registration Number:	4709543	DECREE
Registration Number:	4640900	DRIVE
Registration Number:	4826203	PSE ARCHERY
Registration Number:	5376095	RED TIDE
Registration Number:	5047142	CARBON AIR
Serial Number:	87043848	EVOLVE
Serial Number:	87270219	BLACK MOUNTAIN OUTFITTERS
Registration Number:	5278221	INFINITY
Registration Number:	5278222	EVOLVE
Registration Number:	5385851	EPIX
Serial Number:	87524871	ARCHERY RESEARCH

OP \$540.00 1736750

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87673104	RAMPED
Serial Number:	87673119	RESPONSE
Serial Number:	87758691	GREMLIN
Serial Number:	87825547	COALITION ARCHERY
Serial Number:	87836055	AR
Serial Number:	88605235	TRU CARBON

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: 303-223-1100

Email: ascholl@bhfs.com

Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	016523.0097
NAME OF SUBMITTER:	Andrea M. LaFrance
SIGNATURE:	/Andrea M. LaFrance/
DATE SIGNED:	10/25/2019

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 25, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by PRECISION SHOOTING EQUIPMENT, INC., a Delaware corporation (“**Borrower**”), PRECISION FINISHING, INC., an Arizona corporation (“**Precision Finishing**”), PSE INTERNATIONAL, INC., a Delaware corporation (“**PSE International**”), PAUL E. SHEPLEY FAMILY LIMITED LIABILITY PARTNERSHIP, an Arizona limited partnership (“**Trust**” and, together with Borrower, Precision Finishing and PSE International, each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of SUNFLOWER BANK, N.A., a national banking association (together with its participants, successors and assigns, “**Lender**”).

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof, by and among the Grantors and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Loan Agreement, as amended.

WHEREAS, under the terms of the Loan Agreement, each Grantor has granted to the Lender, a security interest in all of each Grantor’s right, title, and interest in and to certain Collateral, including all of each Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, each Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Each Grantor hereby grants to the Lender, a security interest in all of each Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all intellectual property identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such intellectual property; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Each Grantor authorizes Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.
3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
4. Governing Law. Section 9.7 of the Loan Agreement is incorporated mutatis mutandis.
5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement, as applicable, shall govern.
6. Notice. Section 19.6 of the Loan Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

PRECISION SHOOTING EQUIPMENT, INC.

By: 
Name: Paul Shepley
Title: Chief Executive Officer

PRECISION FINISHING, INC.

By: 
Name: Paul Shepley
Title: Chief Executive Officer

PSE INTERNATIONAL, INC.

By: 
Name: Paul Shepley
Title: Chief Executive Officer

PAUL E. SHEPLEY FAMILY LIMITED
LIABILITY PARTNERSHIP

By: 
Name: Paul Shepley
Title: General Partner

LENDER:

SUNFLOWER BANK, N.A.

By: 
Name: Dustin Jacobson
Title: Managing Director

SCHEDULE 1

Intellectual Property

(see attached)

PATENTS

Title / Abstract	Assignee	Application No.	Filing Date	Patent No.	Issue Date
Archery bow system	PRECISION SHOOTING EQUIPMENT, INC.	US12/353375	19 Jul 2011	US7980236	19 Jul 2011
Archery bow system	PRECISION SHOOTING EQUIPMENT, INC.	US12/353355	16 Nov 2010	US7832388	16 Nov 2010
Archery bow system	PRECISION SHOOTING EQUIPMENT, INC.	US12/353370	05 Apr 2011	US7918218	05 Apr 2011
Archery bow system	PRECISION SHOOTING EQUIPMENT, INC.	US11/531912	31 Aug 2010	US7784452	31 Aug 2010
Release assembly for crossbow	PRECISION SHOOTING EQUIPMENT, INC.	US13/558173	04 Jun 2013	US8453631	04 Jun 2013
Release assembly for crossbow	PRECISION SHOOTING EQUIPMENT, INC.	US12/350123	14 Aug 2012	US8240299	14 Aug 2012
Compound bow with high limb preload	PRECISION SHOOTING EQUIPMENT, INC.	US12/042414	22 Feb 2011	US7891349	22 Feb 2011
Compound bow with high limb preload	PRECISION SHOOTING EQUIPMENT, INC.	US12/433338	20 Apr 2010	US7699045	20 Apr 2010
Sight mounting system	PRECISION SHOOTING EQUIPMENT, INC.	US11/226105	25 Mar 2008	US7347196	25 Mar 2008
Sight mounting system	PRECISION SHOOTING EQUIPMENT, INC.	US10/745132	29 Nov 2005	US6968837	29 Nov 2005
Crossbow stock having lower floating rail	PRECISION SHOOTING EQUIPMENT, INC.	US12/683816	16 Aug 2011	US7997258	16 Aug 2011

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Title / Abstract	Assignee	Application No.	Filing Date	Patent No.	Issue Date
Crossbow accessory for lower receiver of rifle and related	PRECISION SHOOTING EQUIPMENT, INC.	US12/350106	12 Oct 2010	US7810480	12 Oct 2010
Bow energy transfer system and method	PRECISION SHOOTING EQUIPMENT, INC.	US13/033045	25 Feb 2014	US8656900	25 Feb 2014
Eccentric for archery bow with let-off adjustment module	BROWNING	US09/704222	26 Mar 2002	US6360735	26 Mar 2002
Reversible and adjustable module system for archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US11/862624	25 May 2010	US7721721	25 May 2010
Portable device for servicing a compound bow	PRECISION SHOOTING EQUIPMENT, INC.	US12/117222	19 Jul 2011	US7980235	19 Jul 2011
Integrated fall away arrow rest	PRECISION SHOOTING EQUIPMENT	US12/108163	19 Jul 2011	US7980237	19 Jul 2011
Third axis level for archery sight	PRECISION SHOOTING EQUIPMENT, INC.	US12/685032	08 Nov 2011	US8051574	08 Nov 2011
Single-cam split-harness compound bow	PRECISION SHOOTING EQUIPMENT, INC.	US10/682939	21 Sep 2004	US6792930	21 Sep 2004
Arrow shaft insert	PRECISION SHOOTING EQUIPMENT, INC.	US12/547234	13 Sep 2011	US8016703	13 Sep 2011
Archery bow with accessory mounting system	PRECISION SHOOTING EQUIPMENT, INC.	US10/419313	10 May 2005	US6889683	10 May 2005
Cable guard for compound archery bows	PRECISION SHOOTING EQUIPMENT, INC.	US09/574029	23 Jan 2001	US6176231	23 Jan 2001
Wedge lock limb pocket	PRECISION SHOOTING EQUIPMENT, INC.	US15/299938	28 Feb 2017	US9581406	28 Feb 2017

PATENTS

Title / Abstract	Assignee	Application No.	Filing Date	Patent No.	Issue Date
Archery bow riser	PRECISION SHOOTING EQUIPMENT, INC.	US29/517411	03 Jan 2017	USD775704	03 Jan 2017
Archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US29/238383	19 Sep 2006	USD528625	19 Sep 2006
Archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US29/194607	12 Apr 2005	USD503958	12 Apr 2005
Adjustable sight for archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US09/963916	17 Dec 2002	US6493951	17 Dec 2002
Bow handle with offset in window	PRECISION SHOOTING EQUIPMENT, INC.	US08/286791	07 Nov 2000	USR36942	07 Nov 2000
Compound archery bow	BROWNING	US09/326473	05 Sep 2000	US6112732	05 Sep 2000
Eccentric for an archery bow	BROWNING	US29/115107	08 Aug 2000	USD429309	08 Aug 2000
Archery bow with reinforced limbs	PRECISION SHOOTING EQUIPMENT, INC.	US08/575939	19 Aug 1997	US5657739	19 Aug 1997
Limb pocket and pocket liner for archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US08/300656	16 Apr 1996	US5507270	16 Apr 1996
Archery bow with laterally adjustable limb pocket	PRECISION SHOOTING EQUIPMENT, INC.	US08/294927	30 Jan 1996	US5487373	30 Jan 1996
Archery bow with tilting and translating grip	PRECISION SHOOTING EQUIPMENT, INC.	US08/304152	28 Nov 1995	US5469834	28 Nov 1995
Reinforcement for bow limb	PRECISION SHOOTING EQUIPMENT, INC.	US08/043472	03 Jan 1995	US5377658	03 Jan 1995
Method for making an extruded handle for archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US08/212138	22 Nov 1994	US5365650	22 Nov 1994

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Title / Abstract	Assignee	Application No.	Filing Date	Patent No.	Issue Date
Limb attachment for archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US08/038855	23 Aug 1994	US5339790	23 Aug 1994
Extruded handle for archery bow	PRECISION SHOOTING EQUIPMENT, INC.	US08/013357	09 Aug 1994	US5335644	09 Aug 1994
Compound bow having offset cable anchor	SHEPLEY, JR., PAUL E.	US07/848836	03 May 1994	US5307787	03 May 1994
Three way wheel for compound archery bow	SHEPLEY, JR., PAUL E.	US07/932670	12 Apr 1994	US5301651	12 Apr 1994
Archery bow having pivoting pocket for bow limb	PRECISION SHOOTING EQUIPMENT INC.	US07/780793	25 Jan 1994	US5280779	25 Jan 1994
Archery bow with laterally adjustable grip	PRECISION SHOOTING EQUIPMENT, INC.	US07/881196	14 Sep 1993	US5243958	14 Sep 1993
Archery bow with laterally adjustable grip	PRECISION SHOOTING EQUIPMENT INC.	US07/818166	07 Sep 1993	US5241945	07 Sep 1993
Accessory mount	PRECISION SHOOTING EQUIPMENT COMPANY	US07/613114	23 Jun 1992	US5123396	23 Jun 1992
MOLDED BOW LIMB AND METHOD MIT EINER FORM	PRECISION SHOOTING EQUIPMENT COMPANY	EP1986906620	27 Nov 1991	EP0243459B1	27 Nov 1991
Limb tip cam pulley for high energy archery bow	NURNEY, DAVID J.	US07/160543	20 Aug 1991	US5040520	20 Aug 1991
MOLDED BOW LIMB AND METHOD CORPS MOULE	PRECISION SHOOTING EQUIPMENT COMPANY	CA0520665	06 Aug 1991	CA1287280C	06 Aug 1991

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Title / Abstract	Assignee	Application No.	Filing Date	Patent No.	Issue Date
Bow handle riser	PRECISION SHOOTING EQUIPMENT COMPANY	US07/197294	09 Apr 1991	US5005554	09 Apr 1991
Method for stringing a bow limb	PRECISION SHOOTING EQUIPMENT COMPANY	US07/006755	09 Aug 1988	US4762112	09 Aug 1988
High energy limb tip cam pulley archery bow	NURNEY, DAVID J.	US06/438204	26 Apr 1988	US4739744	26 Apr 1988
Molded bow limb method	PRECISION SHOOTING EQUIPMENT COMPANY	US06/919197	05 Apr 1988	US4735667	05 Apr 1988
Combination arrow quiver and sight support mount	PRECISION SHOOTING EQUIPMENT COMPANY	US06/920034	06 Oct 1987	US4697350	06 Oct 1987
Bow limb and axle mount	PRECISION SHOOTING EQUIPMENT CO.	US06/742421	28 Apr 1987	US4660537	28 Apr 1987
Molded bow limb	PRECISION SHOOTING EQUIPMENT COMPANY	US06/788127	17 Mar 1987	US4649889	17 Mar 1987

Mark	Filed	Serial Number	Filing Date	Registered Owner
KING	12/1/1992	1,736,750	12/1/1992	Precision Shooting Equipment, Inc.
PSE	7/21/1981	1,162,060	7/21/1981	Precision Shooting Equipment, Inc.
PSE	4/16/2013	1,161,118	4/16/2013	Precision Shooting Equipment, Inc.
PSE & Design	2/24/1981	1,147,754	2/24/1981	Precision Shooting Equipment, Inc.
PSE & Design	4/11/2013	1,160,232	4/11/2013	Precision Shooting Equipment, Inc.
VIBRACHECK	2/16/2010	3,749,530	2/16/2010	Precision Shooting Equipment, Inc.
DEGREE	3/24/2015	4,709,543	3/24/2015	Precision Shooting Equipment, Inc.
DRIVE	11/18/2014	4,640,900	11/18/2014	Precision Shooting Equipment, Inc.
PSE ARCHERY	10/6/2015	4,826,203	10/6/2015	Precision Shooting Equipment, Inc.
RED TIDE	1/9/2018	5,376,095	1/9/2018	Precision Shooting Equipment, Inc.
CARBON AIR	9/20/2016	5,047,142	9/20/2016	Precision Shooting Equipment, Inc.
EVOLVE	5/19/2016	87/043,848	5/19/2016	Precision Shooting Equipment, Inc.
BLACK MOUNTAIN OUTFITTERS & Design	12/15/2016	87/270,219	12/15/2016	Precision Shooting Equipment, Inc.
INFINITY	8/29/2017	5,278,221	8/29/2017	Precision Shooting Equipment, Inc.
EVOLVE	8/29/2017	5,278,222	8/29/2017	Precision Shooting Equipment, Inc.
EPIX	1/23/2018	5,385,851	1/23/2018	Precision Shooting Equipment, Inc.
ARCHERY RESEARCH	7/12/2017	87/524,871	7/12/2017	Precision Shooting Equipment, Inc.
RAMPED	11/6/2017	87/673,104	11/6/2017	Precision Shooting Equipment, Inc.
RESPONSE	11/6/2017	87/673,119	11/6/2017	Precision Shooting Equipment, Inc.
GREMLIN	1/17/2018	87/758,691	1/17/2018	Precision Shooting Equipment, Inc.
COALITION ARCHERY & Design	3/8/2018	87/825,547	3/8/2018	Precision Shooting Equipment, Inc.
COALITION ARCHERY & Design	8/7/2018	1427360	8/7/2018	Precision Shooting Equipment, Inc.
AR, Stylized	3/15/2018	87/836,055	3/15/2018	Precision Shooting Equipment, Inc.
TRU CARBON	9/5/2019	88/605,235	9/5/2019	Precision Shooting Equipment, Inc.