

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EOTECH, LLC		07/31/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	MERION INVESTMENT PARTNERS III, L.P.		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	88217580	FIELD VISION	
Registration Number:	1884658	BEAMHIT	
Registration Number:	2006681	HOLO SIGHT	
Registration Number:	2070175	EOTECH	
Registration Number:	2488173	LMTS	
Registration Number:	2878695	HWS	
Registration Number:	3868846		
Registration Number:	3906328		
Registration Number:	4354014	ZOMBIE STOPPER	
Registration Number:	4449028	XBOW	
Registration Number:	4550410		
Registration Number:	4694407	G33	
Registration Number:	4703885	TRANSFORM YOUR ARSENAL	
Registration Number:	5148731		
Registration Number:	5148734		
Registration Number:	5223943	E	
Registration Number:	5224058	VUDU	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 88217580

Fax Number: 6103718506

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: 6099877050

Email: ejs@stevenslee.com

Correspondent Name: Elliott J Stein

Address Line 1: 100 Lenox Drive

Address Line 2: Suite 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER:	Elliott J. Stein
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SIGNATURE:	/varlawyer/
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DATE SIGNED:	08/26/2020
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Total Attachments: 6

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS EVIDENCED HEREBY ARE SUBORDINATED IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG PNC BANK, NATIONAL ASSOCIATION, AS FIRST PRIORITY AGENT, THE AGENT (AS DEFINED BELOW), AS SECOND PRIORITY COLLATERAL AGENT, AND BORROWERS (AS DEFINED BELOW).

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 31st day of July 2020, by EOTECH, LLC, a Michigan limited liability company (“Grantor”), in favor of MERION INVESTMENT PARTNERS III, L.P., a Delaware limited partnership, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Senior Subordinated Term Loan, Warrant Purchase, and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) among Grantor and certain Affiliates of Grantor (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and Merion Investment Partners III, L.P., a Delaware limited partnership, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all IP Collateral registered with the United States Patent and Trademark Office and the United States Copyright Office as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral or remove any expired IP Collateral, as applicable, of Grantor identified by an update to Schedule 5.9 to the Loan Agreement delivered in accordance with Section 9.17 of the Loan Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New

York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

EOTECH, LLC


By:  _____

Name: Joseph L. Caradonna

Title: Manager

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Trademark	Owner	Country	App./Reg. No.	App./Reg. Date	Status
EOTECH	Eotech, LLC	China	7475954	6/28/2012	Registered
EOTECH	Eotech, LLC	China	7475953	1/21/2011	Registered
EOTECH	Eotech, LLC	Korea	40-968680	5/10/2013	Registered
EOTECH	Eotech, LLC	United States	2070175	6/10/1997	Registered
HWS	Eotech, LLC	United States	2878695	8/31/2004	Registered
HOLO SIGHT	Eotech, LLC	United States	2006681	10/8/1996	Registered
HOLO SIGHT	Eotech, LLC	European Union (EUTM)	18023232	2/15/2019	Pending - Opposed
	Eotech, LLC	United States	4354014	6/18/2013	Registered
	Eotech, LLC	United States	4449028	12/10/2013	Registered
G33	Eotech, LLC	United States	4694407	3/3/2015	Registered
EOTECH	Eotech, LLC	European Union (EUTM)	9365751	3/15/2011	Registered
TRANSFORM YOUR ARSENAL	Eotech, LLC	United States	4703885	3/17/2015	Registered

Trademark	Owner	Country	App./Reg. No.	App./Reg. Date	Status
	Eotech, LLC	United States	5223943	6/13/2017	Registered
VUDU	Eotech, LLC	United States	5224058	6/13/2017	Registered
	Eotech, LLC	United States	1884658	3/21/1995	Registered
LMTS	Eotech, LLC	United States	2488173	9/11/2001	Registered
FIELD VISION	Eotech, LLC	United States	88/217580	12/5/2018	Pending
FIELD VISION	Eotech, LLC	Canada	1938664	1/2/2019	Pending
FIELD VISION	Eotech, LLC	European Union (EUTM)	018005379	12/31/2018	Pending
FIELD VISION	Eotech, LLC	United Kingdom	UK00003363999	12/31/2019	Pending
	Eotech, LLC	United States	3906328	1/18/2011	Registered
	Eotech, LLC	United States	3868846	10/26/2010	Registered
	Eotech, LLC	United States	4550410	6/17/2014	Registered
	Eotech, LLC	United States	5148731	2/28/2017	Registered
	Eotech, LLC	United States	5148734	2/28/2017	Registered

Patents:

[Intellectual Property Security Agreement]
Schedule 1 – Page 2