

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM604616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAVAGE ARMS, INC.		10/23/2020	Corporation: DELAWARE
SAVAGE RANGE SYSTEMS, INC.		10/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REGIONS BANK, AS AGENT		
<b>Street Address:</b>	1180 WEST PEACHTREE STREET, SUITE 1000		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Chartered Bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4923999	A17	
Registration Number:	4924089	A17	
Registration Number:	4924081	A17	
Registration Number:	4924080	A17	
Registration Number:	4924090	A17	
Registration Number:	4924088	A17	
Registration Number:	5147138	A22	
Registration Number:	5477123	ACCUFIT	
Registration Number:	4529437	ACCUSTOCK	
Registration Number:	4529443	ACCUTRIGGER	
Registration Number:	4477909	AXIS	
Registration Number:	5662081	BETTER COMES STANDARD	
Registration Number:	6081956	D.R.I.V.	
Registration Number:	0595060	FOX	
Registration Number:	5546686	MSR	
Registration Number:	6024767	RENEGAUGE	
Registration Number:	5397056	S	
Registration Number:	4698284	SAVAGE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4698285	SAVAGE ARMS
Registration Number:	0100629	SAVAGE QUALITY
Registration Number:	6017035	SAVAGE RANGE SYSTEMS
Registration Number:	0091391	STEVENS

#### 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:** 6785537308

**Email:** bartlett@gtlaw.com

**Correspondent Name:** Greenberg Traurig, LLP

**Address Line 1:** 3333 Piedmont Road NE

**Address Line 2:** Suite 2500

**Address Line 4:** Atlanta, GEORGIA 30305

<b>NAME OF SUBMITTER:</b>	Victoria Bartlett
<b>SIGNATURE:</b>	/s/ Victoria Bartlett
<b>DATE SIGNED:</b>	10/23/2020

#### Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 23<sup>rd</sup> day of October, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **REGIONS BANK**, an Alabama bank, in its capacity as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement), the LC Issuer (as defined in the Credit Agreement) and any other Secured Parties (as defined in the Credit Agreement) (in such capacity, “Administrative Agent,” “Collateral Agent” or “Agent”).

## W I T N E S S E T H:

**WHEREAS**, the Credit Parties have requested that Administrative Agent and Lenders establish a revolving credit facility, a term loan facility, and a capital expenditure facility in favor of Borrowers, and that LC Issuer establish a letter of credit sub-facility in favor of Borrowers, all pursuant to that certain Credit Agreement dated of even date herewith among Credit Parties, Lenders, LC Issuer and Administrative Agent (as now or at any time hereafter amended, restated, supplemented or otherwise modified, the “Credit Agreement”).

**WHEREAS**, Administrative Agent and Lenders are unwilling to provide such revolving credit facility, term loan facility, and capital expenditure facility, and LC Issuer is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantors enter into that certain Security Agreement dated of even date herewith between U.S. Credit Parties and Administrative Agent (as now or at any time hereafter amended, restated, supplemented or otherwise modified, the “Security Agreement”).

**WHEREAS**, Administrative Agent and Lenders are unwilling to provide such revolving credit facility, term loan facility, and capital expenditure facility, and LC Issuer is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantors enter into this Trademark Security Agreement in order, among other purposes, to evidence their grant to Administrative Agent, for the benefit of Secured Parties, of a Lien in the Trademark Collateral (as defined below).

**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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein (including in the preamble and recitals hereto) have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement. In addition thereto, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (e) all of each Grantor’s rights corresponding thereto throughout the world.

“Intellectual Property Licenses” means, with respect to each Grantor, (a) any licenses or other similar rights provided to each Grantor in or with respect to Trademarks owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by such Grantor, in each case, including (i) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses) and

(ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Secured Parties' rights under the Loan Documents.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the full and final payment and performance of all Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the full and final payment and performance of all Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Miscellaneous. All terms of Section 15 of the Credit Agreement, as such Section 15 is in effect on the Closing Date, and as it may be modified or amended from time to time hereafter in accordance with Section 15.2 thereof, are herewith incorporated by reference into this Trademark Security Agreement and made an integral part hereof, as fully and completely as if set forth verbatim herein, with specific respect to this Trademark Security Agreement, such that each reference therein to “this Agreement” (and words of similar import) in said Section 15 shall mean and refer, for purposes hereof, to this Trademark Security Agreement, *mutatis mutandis*.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**SAVAGE ARMS, INC.**

By: 

Name: David Piacentini

Title: Chief Financial Officer

**SAVAGE RANGE SYSTEMS, INC.**

By: 

Name: David Piacentini

Title: Chief Financial Officer

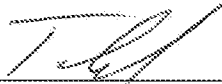
[SAVAGE ARMS—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007084 FRAME: 0181**

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**REGIONS BANK**, an Alabama bank

By:   
Name: Thomas Buda  
Title: Managing Director

[SAVAGE ARMS—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007084 FRAME: 0182**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

Country	Mark	Application/ Registration No.	App/Reg Date
United States	A17	4923999	22-Mar-2016
United States	A17	4924089	22-Mar-2016
United States	A17 (Stylized - B/W)	4924081	22-Mar-2016
United States	A17 (Stylized)	4924080	22-Mar-2016
United States	A17 (Stylized)	4924090	22-Mar-2016
United States	A17 (Stylized)(Color)	4924088	22-Mar-2016
United States	A22 (Stylized)	5147138	21-Feb-2017
United States	ACCUFIT	5477123	22-May-2018
United States	ACCUSTOCK	4529437	13-May-2014
United States	ACCUTRIGGER	4529443	13-May-2014
United States	AXIS	4477909	04-Feb-2014
United States	BETTER COMES STANDARD	5662081	22-Jan-2019
United States	D.R.I.V.	6081956	16-Jun-2020
United States	FOX (Stylized)	0595060	14-Sep-1954
United States	MSR & Design	5546686	21-Aug-2018
United States	RENEGAUGE	6024767	31-Mar-2020
United States	S (Stylized)	5397056	06-Feb-2018
United States	SAVAGE	4698284	10-Mar-2015
United States	SAVAGE ARMS	4698285	10-Mar-2015



United States	SAVAGE QUALITY & Design	0100629	20-Oct-1914
United States	SAVAGE RANGE SYSTEMS	6017035	12-Jun-2019
United States	STEVENS (Stylized)	0091391	16-Nov-1912

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.