

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM607947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vista Outdoor Operations LLC		10/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Dynamics-OTS, Inc.		
<b>Street Address:</b>	11399 16th Court North		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33716		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88178184	FORCE ON FORCE	
<b>Registration Number:</b>	3455918	FORCE ON FORCE	
<b>Registration Number:</b>	3631945	FORCE ON FORCE	
<b>Registration Number:</b>	3627536	FORCE ON FORCE	
<b>Registration Number:</b>	3631944	FORCE ON FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022987570		
<i>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.</i>			
<b>Phone:</b>	202-625-3575		
<b>Email:</b>	kattendctm@katten.com		
<b>Correspondent Name:</b>	Michael Justus - Katten Muchin Rosenman		
<b>Address Line 1:</b>	2900 K Street, N.W.		
<b>Address Line 2:</b>	North Tower, Suite 200		
<b>Address Line 4:</b>	Washington, D.C. 20007-5118		
<b>ATTORNEY DOCKET NUMBER:</b>	320001-00018		
<b>NAME OF SUBMITTER:</b>	Michael R. Justus		
<b>SIGNATURE:</b>	/Michael R. Justus/		

CH \$140.00 88178184



<b>DATE SIGNED:</b>	11/10/2020
<b>Total Attachments: 6</b> source=Vista - GDOTS Assignment#page1.tif source=Vista - GDOTS Assignment#page2.tif source=Vista - GDOTS Assignment#page3.tif source=Vista - GDOTS Assignment#page4.tif source=Vista - GDOTS Assignment#page5.tif source=Vista - GDOTS Assignment#page6.tif	



**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT  
(TRADEMARKS)**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (TRADEMARKS) (this “Assignment”), is made and entered into as of October 29, 2020, by and among Federal Cartridge Company, a Minnesota corporation (“Federal Cartridge”), Vista Outdoor Operations LLC, a Delaware limited liability company (“Vista Operations”), and Vista Outdoor Sales LLC, a Delaware limited liability company (“Vista Sales”, and together with Federal Cartridge and Vista Operations, collectively the “Assignors”, and each an “Assignor”), and General Dynamics-OTS, Inc., a Delaware corporation (the “Assignee”). Capitalized terms used but not defined in this Assignment have the meanings given such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignors, the Assignee and, solely for purposes of Article VIII thereof, Vista Outdoor Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which, among other things, the Assignors will transfer, assign and deliver the Owned Intellectual Property (as defined therein) to the Assignee; and

WHEREAS, this Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows.

1.1. Assignment. Each Assignor shall and hereby does irrevocably sell, assign, transfer, convey and deliver to the Assignee all of such Assignor’s right, title and interest in and to the trademark registrations and applications set forth on Exhibit A hereto, and all issuances, extensions, and renewals thereof, together with the goodwill connected with the use thereof and symbolized thereby and the right to sue and recover for past infringements, misuse, dilution and other violations thereof, in each case, free and clear of all Encumbrances, other than Permitted Encumbrances.

1.2. Assumption. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Assignment, the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Owned Intellectual Property as described above.

1.3. Recordation. The Assignors agree to reasonably cooperate with Assignee with respect to preparing instruments to record the Assignee as the owner of the Owned Intellectual Property in the United States Patent and Trademark Office and any other applicable Governmental Entity or registrar, in each case in form and substance reasonably acceptable to the such Governmental Entity or registrar and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains.

1.4. Further Assurances. At any time or from time to time after the Closing Date, the Assignors shall, at the request of the Assignee, and without further expense to the Assignee: (a) promptly execute and deliver any further instruments or documents of conveyance and transfer



as the Assignee may reasonably request in order to evidence or perfect the consummation of the transactions contemplated by this Assignment and (b) promptly take all reasonable actions and commit efforts to consummate the sale, assignment, transfer, conveyance and delivery of the Owned Intellectual Property to the Assignee (or in the name of the Assignee and into the Assignee's account(s) with the relevant domain name registrar(s) in the case of domain names).

1.5. Terms of Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of the Assignors or the Assignee under the Asset Purchase Agreement. The Assignee acknowledges that the Assignors make no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Asset Purchase Agreement. To the extent any conflict or inconsistency arises between any of the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

1.6. Further Assurances and Miscellaneous. This Assignment shall be subject to the provisions of Section 6.1 and Sections 8.1 through 8.15 of the Asset Purchase Agreement, which are hereby incorporated by reference herein, *mutatis mutandis*.

[Signature pages follow]



**IN WITNESS WHEREOF**, the Assignors and the Assignee have caused this Assignment to be executed as of the date first above written.

**ASSIGNORS:**

**FEDERAL CARTRIDGE COMPANY**

By: S. S. Priyadarshi  
Name: Sudhanshu Priyadarshi  
Title: Chief Financial Officer

**VISTA OUTDOOR SALES LLC**

By: S. S. Priyadarshi  
Name: Sudhanshu Priyadarshi  
Title: Chief Financial Officer

**VISTA OUTDOOR OPERATIONS LLC**

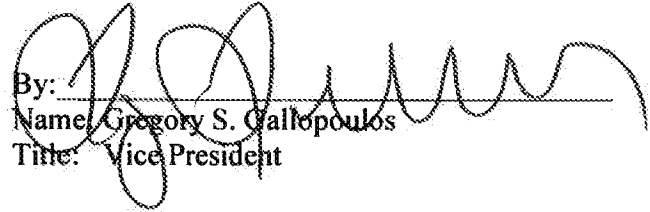
By: S. S. Priyadarshi  
Name: Sudhanshu Priyadarshi  
Title: Chief Financial Officer



IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed as of the date first above written.

**ASSIGNEE:**

**GENERAL DYNAMICS-OTS, INC.**

By:   
Name: Gregory S. Gallopoulos  
Title: Vice President



# EXHIBIT A – TRADEMARKS

Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
FORCE ON FORCE	Jordan	160705	16-Aug-2018	Registered	Vista Outdoor Operations LLC	160705	13 Int.
FORCE ON FORCE	United States of America	77117591	27-Feb-2007	Registered	Vista Outdoor Operations LLC	3455918	09 Int.
FORCE ON FORCE and Design	Canada	1354069	29-Jun-2007	Registered	Vista Outdoor Operations LLC	TMA801536	13 Int.
FORCE ON FORCE and Design	European Union (Community)	6052823	29-Jun-2007	Registered	Vista Outdoor Operations LLC	6052823	09 Int., 28 Int., 41 Int.
FORCE ON FORCE and Design	European Union (Community)	6052757	29-Jun-2007	Registered	Vista Outdoor Operations LLC	6052757	13 Int., 25 Int.
FORCE ON FORCE and Design	United States of America	77092299	26-Jan-2007	Registered	Vista Outdoor Operations LLC	3631945	13 Int.
FORCE ON FORCE and Design	United States of America	77092300	26-Jan-2007	Registered	Vista Outdoor Operations LLC	3627536	09 Int.
FORCE ON FORCE and Design	United States of America	77092296	26-Jan-2007	Registered	Vista Outdoor Operations LLC	3631944	25 Int.
FORCE ON FORCE and Design with no splats	Canada	1925029	12-Oct-2018	Pending	Vista Outdoor Operations LLC		09 Int., 13 Int.



Trademarks							
Trademark	Country	Application Number	Filing Date	Status	Owner	Registration Number	Class
FORCE ON FORCE and Design with no splat	European Union (Community)	17968365	15-Oct-2018	Registered	Vista Outdoor Operations LLC	17968365	09 Int., 13 Int.
FORCE ON FORCE and Design with no splat	Jordan	161876	16-Oct-2018	Published	Vista Outdoor Operations LLC		09 Int.
FORCE ON FORCE and Design with no splat	Jordan	161877	16-Oct-2018	Published	Vista Outdoor Operations LLC		13 Int.
FORCE ON FORCE and Design with no splat	United States of America	88178184	01-Nov-2018		Vista Outdoor Operations LLC		09 Int., 13 Int.
FORCE ON TARGET	United States of America			Common Law / Unregistered	Vista Outdoor Operations LLC		13 Int.