

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760167

<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>
HECKLER & KOCH GMBH		10/07/2022	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMMERZBANK AKTIENGESELLSCHAFT, as Security Agent		
<b>Street Address:</b>	Frankfurt am Main		
<b>City:</b>	Frankfurt		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	60261		
<b>Entity Type:</b>	Universal Bank: GERMANY		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85191139	HK	
<b>Serial Number:</b>	78835661	P 30	
<b>Serial Number:</b>	78833673	MP7	
<b>Serial Number:</b>	78749524	HECKLER & KOCH	
<b>Serial Number:</b>	78517217	G 36	
<b>Serial Number:</b>	78499999	HK416	
<b>Serial Number:</b>	76225110	P 2000	
<b>Serial Number:</b>	76192815	HK	
<b>Serial Number:</b>	74308826	HK USP	
<b>Serial Number:</b>	74275200	USP	
<b>Serial Number:</b>	73731975	MP5	
<b>Serial Number:</b>	72148733	HK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3129932617		
<b>Email:</b>	atoosa.nowrouzi@lw.com		
<b>Correspondent Name:</b>	Atoosa Nowrouzi		

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**Address Line 1:** C/o Latham & Watkins 330 N Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 058254-0017(AN)

**NAME OF SUBMITTER:** Atoosa Nowrouzi

**SIGNATURE:** /an/

**DATE SIGNED:** 10/10/2022

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 7, 2022, among **HECKLER & KOCH GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany (the “**Company**”), each of the undersigned Subsidiaries of the Company (the “**Subsidiary Grantors**” and, together with the Company, each a “**Grantor**”, and collectively, “**Grantors**”), and **COMMERZBANK AKTIENGESELLSCHAFT**, as security agent for the Secured Parties (in such capacity, the “**Security Agent**”).

### RECITALS

- (A) Grantors are party to a Pledge and Security Agreement, dated as of October 7, 2022 in favor of the Security Agent (as it may from time to time be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (B) In consideration of the conditions and agreements set forth in the Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### **Section 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

#### **Section 2 Grant of Security Interest in Intellectual Property Collateral**

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Security on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to any Grantor, including the Copyrights registered with the United States Copyright Office referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to any Grantor, including the Patents issued by or applied for with the United States Patent and Trademark Office referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to any Grantor, including the Trademarks registered or applied for with the United States Patent and Trademark Office referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all reissues, continuations or extensions of the foregoing; and

- (e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

**Section 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

**Section 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

**Section 5 Governing Law**


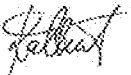
**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

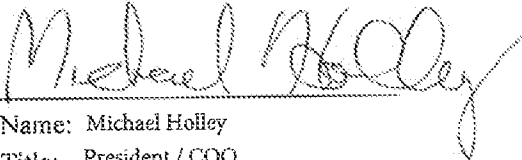
**HECKLER & KOCH GMBH**

as a Grantor

By    
Name: Dr. Björn Krönert      Uwe Kaltenbach  
Title: CEO      Authorized Signatory

**HECKLER & KOCH, INC.**

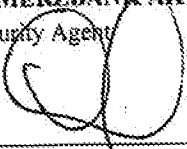
as a Grantor

By   
Name: Michael Holley  
Title: President / COO

[Signature Page to Intellectual Property Security Agreement]

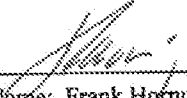
**ACCEPTED AND AGREED:**

**COMMERZBANK AKTIENGESELLSCHAFT,**  
as Security Agent

By:  \_\_\_\_\_

Name: Stavros Haranas

Title: Vice President

By:  \_\_\_\_\_

Name: Frank Hornung

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**COPYRIGHT REGISTRATIONS**

**Copyrights**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appl. No.</b>	<b>Date</b>
Heckler & Koch, Inc.	Heckler & Koch, Inc. website.	TX0005906060	1/14/2004

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

**Patents**

**HECKLER & KOCH INC.**

<b>Owner</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>App. No.</b>	<b>App. Date</b>
Heckler & Koch Inc.	Firearm trigger mechanism	11,293,715	2022-04-05	17/118,810	2020-12-11
Heckler & Koch Inc.	Handgun	D918328	2021-05-04	29/709,957	2019-10-18
Heckler & Koch Inc.	Adjustable gas piston action firearm	11280567	2022-03-22	16/951,040	2020-11-18

**HECKLER & KOCH GMBH**

<b>Owner</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>App. No.</b>	<b>App. date</b>
HECKLER & KOCH GMBH	Connecting pieces for weapon rails	7814698	2010-10-19	12/510,717	2009-07-28
HECKLER & KOCH GMBH	Electronic trigger apparatus for use with firearms	8234969	2012-08-07	12/511,663	2009-07-29
HECKLER & KOCH GMBH	Trigger apparatus for use with firearms	8113103	2012-02-14	12/604,041	2009-10-22
HECKLER & KOCH GMBH	Catches and trigger apparatus for use with weapons	8117779	2012-02-21	12/771,960	2010-04-30
HECKLER & KOCH GMBH	FIREARM LOADING SYSTEMS AND FIREARMS INCLUDING LOADING SYSTEMS	N/A	2021-11-11	17/203,264	2021-03-16
HECKLER & KOCH GMBH	MAGAZINE APPARATUS FOR SELF-LOADING FIREARMS	N/A	2021-11-04	17/376,884	2021-07-15
HECKLER & KOCH GMBH	RECEIVERS FOR SELF-LOADING FIREARMS AND SELF-LOADING FIREARMS EQUIPPED WITH RECEIVERS	N/A	2022-06-02	17/463,151	2021-08-31



Owner	Title	Patent No.	Issue Date	App. No.	App. date
HECKLER & KOCH GMBH	Grenade launchers and methods to secure a grenade launcher to a firearm	6829858	2004-12-14	10/351,822	2003-01-27
HECKLER & KOCH GMBH	Portable firearms having identification marks	8171665	2012-05-08	11/005,604	2004-12-06
HECKLER & KOCH GMBH	Firearms protected from unauthorized use	7155855	2007-01-02	10/763,374	2004-01-23
HECKLER & KOCH GMBH	Firearm with grenade launcher and butt stock	D633977	2011-03-08	29/233,421	2005-06-30
HECKLER & KOCH GMBH	Firearm with a butt stock	D631931	2011-02-01	29/233,439	2005-06-30
HECKLER & KOCH GMBH	Hollow point bullets and methods of fabricating the same	7171905	2007-02-06	11/292,977	2005-12-02
HECKLER & KOCH GMBH	Handgun	D593629	2009-06-02	29/257,294	2006-03-31
HECKLER & KOCH GMBH	Accessory rails for firearms and methods of operating the same	7685758	2010-03-30	11/506,305	2006-08-18
HECKLER & KOCH GMBH	Weapons firing safeties and methods of operating the same	7600339	2009-10-13	11/603,783	2006-11-22
HECKLER & KOCH GMBH	Electronically ignited firearms	7819051	2010-10-26	11/753,371	2007-05-24
HECKLER & KOCH GMBH	Firearm grips and firearm grip construction sets	7937874	2011-05-10	11/868,268	2007-10-05
HECKLER & KOCH GMBH	Slide, stop, trigger device and handle for a weapon	7802511	2010-09-28	12/196,965	2008-08-22
HECKLER & KOCH GMBH	Locking systems for use with firearms	8074556	2011-12-13	12/272,531	2008-11-17
HECKLER & KOCH GMBH	Plastic magazines for use with firearms	7937872	2011-05-10	12/283,519	2008-09-12
HECKLER & KOCH GMBH	Adjustable shoulder stock apparatus for use with firearms	7849626	2010-12-14	12/324,577	2008-11-26
HECKLER & KOCH GMBH	Firing assemblies for use with firearms	8220192	2012-07-17	12/511,819	2009-07-29
HECKLER & KOCH GMBH	Coupling pins for connecting weapon components	8480329	2013-07-09	13/229,387	2011-09-09
HECKLER & KOCH GMBH	Catches and trigger apparatus for use with weapons	8359778	2013-01-29	13/240,472	2011-09-22

Owner	Title	Patent No.	Issue Date	App. No.	App. date
HECKLER & KOCH GMBH	Manoeuvres cartridge device and self-loading firearm suitable therefor	9121657	2015-09-01	14/236,337	2012-07-02
HECKLER & KOCH GMBH	Firearm	9052155	2015-06-09	14/350,822	2012-07-02
HECKLER & KOCH GMBH	Weapons, weapons housings and methods of producing such weapons and weapons housings	8584574	2013-11-19	13/356,242	2012-01-23
HECKLER & KOCH GMBH	Breech guides for use with breech assemblies and firearms including such breech guides	8459165	2013-06-11	13/357,308	2012-01-24
HECKLER & KOCH GMBH	Rotary lug breeches and weapons including such rotary lug breeches	8677883	2014-03-25	13/594,465	2012-08-24
HECKLER & KOCH GMBH	Trigger assembly for a fire arm	9222746	2015-12-29	14/412,705	2013-06-18
HECKLER & KOCH GMBH	Drop protection of a cock-less self-loading pistol and self-loading pistol with such a drop protection	9726449	2017-08-08	15/107,439	2014-12-11
HECKLER & KOCH GMBH	Device for preventing the tensioning of a firing pin spring in the disarming of a hammerless self-loading pistol provided with a lock slide and a self-loading pistol with such a device	9689635	2017-06-27	15/107,441	2014-11-28
HECKLER & KOCH GMBH	Magazine release apparatus and firearms including such magazine release apparatus	9541340	2017-01-10	14/626,812	2015-02-19
HECKLER & KOCH GMBH	Bolt releases and firearms including such bolt releases	9810493	2017-11-07	14/656,688	2015-03-12
HECKLER & KOCH GMBH	Firearm ejectors and receivers and firearms including such firearm ejectors	9835397	2017-12-05	14/836,940	2015-08-26

Owner	Title	Patent No.	Issue Date	App. No.	App. date
HECKLER & KOCH GMBH	Cocking tab inserts and breechblock slides and firearms including the same	9746283	2017-08-29	14/937,401	2015-11-10
HECKLER & KOCH GMBH	Disassembly devices for use with firearms and firearms including such disassembly devices	9568262	2017-02-14	14/980,328	2015-12-28
HECKLER & KOCH GMBH	Shot counters and firearms including shot counters	10415914	2019-09-17	15/858,828	2017-12-29
HECKLER & KOCH GMBH	Magazine release and holding apparatus for use with firearms	10794648	2020-10-06	16/045,387	2018-07-25
HECKLER & KOCH GMBH	Firearm magazine	D883416	2020-05-05	29/648,814	2018-05-24
HECKLER & KOCH GMBH	Firearm magazine	D883417	2020-05-05	29/648,815	2018-05-24
HECKLER & KOCH GMBH	Firearm magazine follower	D884108	2020-05-12	29/648,818	2018-05-24
HECKLER & KOCH GMBH	Firearm magazine spring lock plate	D884109	2020-05-12	29/648,819	2018-05-24
HECKLER & KOCH GMBH	Automatic firearm housing apparatus and related methods	11085714	2021-08-10	15/914,887	2018-03-07
HECKLER & KOCH GMBH	Lockable self-loading firearm apparatus	10107577	2018-10-23	15/914,896	2018-03-07
HECKLER & KOCH GMBH	Automatic firearm gas feed apparatus	10830546	2020-11-10	15/914,904	2018-03-07
HECKLER & KOCH GMBH	Mounting adapter for self-loading firearms	10921090	2021-02-16	15/958,779	2018-04-20
HECKLER & KOCH GMBH	Chambering device for an automatic firearm, and an automatic firearm equipped with the chambering device	10788279	2020-09-29	16/299,917	2019-03-12
HECKLER & KOCH GMBH	BOLT STOP WITH A LOCKING DEVICE FOR AN AUTOMATIC FIREARM, AND A GRIP STOCK AND RECEIVER EQUIPPED THEREWITH	N/A	2020-03-26	16/504,030	2019-07-05
HECKLER & KOCH, GMBH	Magazine apparatus for self-loading firearms	11092397	2021-08-17	16/198,474	2018-11-21

**SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**Trademarks**

<b>Owner</b>	<b>Trademarks</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HECKLER & KOCH GMBH	HK437	79321692	02-JUL-2021	N/A	N/A
HECKLER & KOCH GMBH	HK231	79321693	02-JUL-2021	N/A	N/A
HECKLER & KOCH GMBH	SP5K	79226901	09-DEC-2017	5815714	30-JUL-2019
HECKLER & KOCH GMBH	SFP9	79203651	03-FEB-2017	5326443	07-NOV-2017
HECKLER & KOCH GMBH	HK 433	79204115	01-FEB-2017	5332143	14-NOV-2017
HECKLER & KOCH GMBH	MR 223	79151038	14-JUN-2014	4961916	24-MAY-2016
HECKLER & KOCH GMBH	MARK 23	79151039	14-JUN-2014	4957746	17-MAY-2016
HECKLER & KOCH GMBH	MR 308	79150584	14-JUN-2014	4961915	24-MAY-2016
HECKLER & KOCH GMBH	USC	79150583	14-JUN-2014	5015005	09-AUG-2016
HECKLER & KOCH GMBH	VP9	79147500	16-APR-2014	4669324	13-JAN-2015
HECKLER & KOCH GMBH	G28	79111756	13-JAN-2012	4244175	20-NOV-2012
HECKLER & KOCH GMBH	HK	85191139	06-DEC-2010	4170016	10-JUL-2012
HECKLER & KOCH GMBH	UMP	79083126	08-APR-2010	4069103	13-DEC-2011
HECKLER & KOCH GMBH	HK 417	79083128	08-APR-2010	4095033	07-FEB-2012
HECKLER & KOCH GMBH	MG 5	79081295	17-FEB-2010	3870384	02-NOV-2010
HECKLER & KOCH GMBH	MG 4	79081294	15-FEB-2010	3870383	02-NOV-2010
HECKLER & KOCH GMBH	MP 7	79056359	16-JUN-2008	3635554	09-JUN-2009

Owner	Trademarks	App. No.	App. Date	Reg. No.	Reg. Date
HECKLER & KOCH GMBH	G36	79055946	09-JUN-2008	3635547	09-JUN-2009
HECKLER & KOCH GMBH	MP5	79055947	09-JUN-2008	3872900	09-NOV-2010
HECKLER & KOCH GMBH	USP	79053792	26-MAR-2008	3595107	24-MAR-2009
HECKLER & KOCH GMBH	HK	79054782	26-MAR-2008	4085639	17-JAN-2012
HECKLER & KOCH GMBH	P30	79054783	26-MAR-2008	3587432	10-MAR-2009
HECKLER & KOCH GMBH	P 30	78835661	13-MAR-2006	3222150	27-MAR-2007
HECKLER & KOCH GMBH	MP7	78833673	09-MAR-2006	3274715	07-AUG-2007
HECKLER & KOCH GMBH	HECKLER & KOCH	78749524	08-NOV-2005	3171109	14-NOV-2006
HECKLER & KOCH GMBH	G 36	78517217	15-NOV-2004	3028713	13-DEC-2005
HECKLER & KOCH GMBH	HK416	78499999	14-OCT-2004	3345127	27-NOV-2007
HECKLER & KOCH, GMBH	P 2000	76225110	15-MAR-2001	2676555	21-JAN-2003
HECKLER & KOCH GMBH	HK	76192815	09-JAN-2001	2715006	13-MAY-2003
HECKLER & KOCH GMBH	HK USP	74308826	21-AUG-1992	1832127	19-APR-1994
HECKLER & KOCH GMBH	USP	74275200	13-MAY-1992	1833281	26-APR-1994
HECKLER & KOCH GMBH	MP5	73731975	01-JUN-1988	1594109	01-MAY-1990
HECKLER & KOCH GMBH	HK	72148733	10-JUL-1962	765314	25-FEB-1964