

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Feradyne Outdoors, LLC		10/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	150 South Fifth Street, Suite 2600		
Internal Address:	Attn: Feradyne Administrator		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6769151	REEL DEER IN	
Registration Number:	6769150	PICTURE PERFECT	
Registration Number:	6769110	PICTURE PERFECT	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	76HZ-327167		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	10/24/2022		
Total Attachments: 6			

CH \$90.00 6769151

source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (Picture Perfect)#page1.tif
source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (Picture Perfect)#page2.tif
source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (Picture Perfect)#page3.tif
source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (Picture Perfect)#page4.tif
source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (Picture Perfect)#page5.tif
source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (Picture Perfect)#page6.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 24, 2022, (this “Agreement”), by Feradyne Outdoors, LLC (the “Grantor”) in favor of Acquiom Agency Services LLC as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of November 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Term Loan Agreement, dated as of November 30, 2020 (as amended by that certain First Amendment to Second Lien Term Loan Agreement, dated as of May 23, 2022, as further amended by that certain Second Amendment to Second Lien Term Loan Agreement, dated as of June 14, 2022, as further amended by the Consent and Third Amendment dated as of August 23, 2022, as further amended by the Fourth Amendment dated as of the date herewith, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Term Loan Agreement”), by and among Feradyne Outdoors, LLC, a Delaware limited liability company (the “Borrower”), Bowhunter Midco, LLC, a Delaware limited liability company, the subsidiaries of the Borrower from time to time party thereto, as subsidiary guarantors (the “Subsidiary Guarantors”), the lenders from time to time party thereto (the “Lenders”), and Acquiom Agency Services LLC, as disbursing agent and collateral agent for the Lenders (in its capacity as disbursing agent, the “Disbursing Agent”). Consistent with the requirements set forth in Section 4.01(c) of the Amendment, Section 5.12 of the Second Lien Term Loan Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing second lien security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the second lien security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, including, for the avoidance of doubt, Section 7.17 thereof. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *The Collateral Agent.* The Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Second Lien Term Loan Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein. The Collateral Agent shall not be responsible for, nor incur any liability with respect to, insuring the Collateral or the payment of taxes, charges or assessments upon the Collateral or otherwise as to the maintenance of the Collateral. The Collateral Agent shall be under no obligation or duty to take any action under this Agreement, the Security Agreement or any of the Loan Documents or otherwise if taking such action would subject the Collateral Agent to a tax in any jurisdiction where it is not then subject to a tax or would require the Collateral Agent to qualify to do business in any jurisdiction where it is not then so qualified. Any successor Collateral Agent appointed pursuant to Article 8 of the Second Lien Term Loan Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FERADYNE OUTDOORS, LLC

By: 
Name: John Flanagan
Title: Chief Financial Officer and Treasurer

SCHEDULE I

TRADEMARKS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Feradyne Outdoors, LLC	6,769,151	6/21/2022	REEL DEER IN
Feradyne Outdoors, LLC	6,769,150	6/21/2022	PICTURE PERFECT
Feradyne Outdoors, LLC	6,769,110	6/21/2022	PICTURE PERFECT

TRADEMARK APPLICATIONS

None.

[Second Lien Intellectual Property Security Agreement]

SCHEDULE II

PATENTS

None.

[Second Lien Intellectual Property Security Agreement]

SCHEDULE III

COPYRIGHTS

None.

[Second Lien Intellectual Property Security Agreement]

WEIL:98833214\2\44907.0005

RECORDED: 10/24/2022

TRADEMARK
REEL: 007875 FRAME: 0937