

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outdoor Product Innovations Acquisition, LLC		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo, National Association		
Street Address:	150 East 42nd Street		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6609938	ZERO SLOP HINGE LOCKS	
Registration Number:	6600116	BLADE PINCH	
Registration Number:	6458046	OUTDOORMART	
Registration Number:	6393005	WICKED TREE GEAR	
Registration Number:	6391561	ULTRALIGHT	
Registration Number:	6368806	WICKED SHARP	
Registration Number:	6368111	WICKED TREE GEAR	
Registration Number:	6303121	FAIL SAFE BLADE LOCK DESIGN	
Registration Number:	5948521	CAPSULE	
Registration Number:	5943037	OUTDOOR PRODUCT INNOVATIONS	
Registration Number:	5937280	RHINO OUTPOST	
Registration Number:	5736725	RHINO	
Registration Number:	5736726	RHINO	
Registration Number:	5702324	THE TOUGHEST GROUND BLIND KNOWN TO MAN	
Registration Number:	5655224	LIDCAM+	
Registration Number:	5580909	LID CAM	
Registration Number:	4501398	TOUGHEST SAWS ON EARTH	
Registration Number:	4491667	OUTPOST	

OP \$640.00 6609938

Property Type	Number	Word Mark
Registration Number:	4174253	BADASS AUGER
Registration Number:	3694494	CAPSULE GAME FEEDERS
Registration Number:	3249042	BIG DOG TREESTANDS
Registration Number:	3196880	TIMBER STRIKE TREESTANDS
Serial Number:	90108721	WICKED TOUGH
Serial Number:	90109506	WICKED BEAST
Serial Number:	90109573	WICKED ULTRA-LOCK

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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	11/01/2022

Total Attachments: 13

- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page1.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page2.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page3.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page4.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page5.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page6.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page7.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page8.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page9.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page10.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022) [Executed]#page11.tif
- source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022)

[Executed]#page12.tif

source=Feradyne - Intellectual Property Security Agreement (ABL) (OPIA Joinder_Amendments Fall 2022)

[Executed]#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 2022, (this “Agreement”), by OUTDOOR PRODUCT INNOVATIONS ACQUISITION, LLC, a Delaware limited liability company (the “Grantor”), in favor of Wells Fargo Bank, National Association as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 25, 2017 (as supplemented by that certain Supplement No. 1, dated as of June 23, 2017, that certain Supplement No. 2, dated as of July 17, 2019, and that certain Supplement No. 3, dated as of October 24, 2022, and as it may be further 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 ABL Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Agreement, dated as of May 25, 2017 (as amended by that certain Amendment Number One to Credit Agreement, dated as of April 27, 2018, as further amended by that certain Amendment Number Two to Credit Agreement, dated as of February 11, 2019, as further amended by that certain Amendment Number Three to Credit Agreement, dated as of April 22, 2019, as further amended by that certain Amendment Number Four and Waiver to Credit Agreement, dated as of July 17, 2019, as further amended by that certain Consent and Amendment No. 4 to Credit Agreement, dated as of April 29, 2020, as further amended by that certain Consent and Amendment No. 5 to Credit Agreement, dated as May 15, 2020, as amended by that certain Limited Amendment and Extension transmitted by email from Administrative Agent’s counsel to Borrower’s counsel and acknowledged and agreed to by Borrower, dated as of June 3, 2020, as further amended by that certain Forbearance and Sixth Amendment Agreement, dated as of June 12, 2020, as further amended by that certain Seventh Amendment and Limited Waiver to Credit Agreement, dated as of November 30, 2020, as further amended by that certain Eighth Amendment to Credit Agreement, dated as of May 23, 2022, as further amended by that certain Ninth Amendment to Credit Agreement, dated as of August 23, 2022, as further amended by that certain Tenth Amendment to Credit Agreement, dated as of October 24, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Agreement”), by and among Feradyne Outdoors, LLC, a Delaware limited liability company (the “Borrower”), Bowhunter Midco, LLC, a Delaware limited liability company (“Holdings”), 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 Wells Fargo Bank, National Association, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL 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 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 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. 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. *Counterparts; Electronic Signature.* This Agreement, any documents executed in connection herewith and any notices delivered under this Agreement, may be executed by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

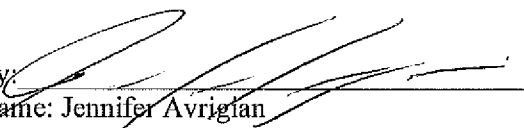
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

**OUTDOOR PRODUCT INNOVATIONS
ACQUISITION, LLC, as Grantor**

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

WELLS FARGO NATIONAL ASSOCIATION, as
ABL Collateral Agent

By: 
Name: Jennifer Avrigian
Title: SVP


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 007882 FRAME: 0297

SCHEDULE I

TRADEMARKS


Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Outdoor Product Innovations Acquisition, LLC	6609938	1/4/2022	ZERO SLOP HINGE LOCKS
Outdoor Product Innovations Acquisition, LLC	6600116	12/28/2021	BLADE PINCH
Outdoor Product Innovations Acquisition, LLC	6458046	8/17/2021	OUTDOORMART
Outdoor Product Innovations Acquisition, LLC	6393005	6/22/2021	WICKED TREE GEAR 
Outdoor Product Innovations Acquisition, LLC	6391561	6/15/2021	ULTRALIGHT
Outdoor Product Innovations Acquisition, LLC	6368806	6/1/2021	WICKED SHARP
Outdoor Product Innovations Acquisition, LLC	6368111	6/1/2021	WICKED TREE GEAR
Outdoor Product Innovations Acquisition, LLC	6303121	3/23/2021	FAIL SAFE BLADE LOCK DESIGN
Outdoor Product Innovations Acquisition, LLC	5948521	12/31/2019	CAPSULE
Outdoor Product Innovations Acquisition, LLC	5943037	12/24/2019	OUTDOOR PRODUCT INNOVATIONS
Outdoor Product Innovations Acquisition, LLC	5937280	12/17/2019	RHINO OUTPOST
Outdoor Product Innovations Acquisition, LLC	5736725	4/30/2019	RHINO

Schedule I

WEIL:\98846643\6\44907.0005

TRADEMARK
REEL: 007882 FRAME: 0299

Outdoor Product Innovations Acquisition, LLC	5736726	4/30/2019	RHINO 
Outdoor Product Innovations Acquisition, LLC	5702324	3/19/2019	THE TOUGHEST GROUND BLIND KNOWN TO MAN
Outdoor Product Innovations Acquisition, LLC	5655224	1/15/2019	LIDCAM+
Outdoor Product Innovations Acquisition, LLC	5580909	10/9/2018	LID CAM
Outdoor Product Innovations Acquisition, LLC	4501398	3/25/2014	TOUGHEST SAWS ON EARTH
Outdoor Product Innovations Acquisition, LLC	4491667	3/4/2014	OUTPOST
Outdoor Product Innovations Acquisition, LLC	2247650 {Ohio}	11/20/2013	LEG CUFF TAG'EM & DRAG 'EM
Outdoor Product Innovations Acquisition, LLC	4174253	7/17/2012	BADASS AUGER
Outdoor Product Innovations Acquisition, LLC	3694494	10/13/2009	CAPSULE GAME FEEDERS
Outdoor Product Innovations Acquisition, LLC	3249042	6/5/2007	BIG DOG TREESTANDS
Outdoor Product Innovations Acquisition, LLC	3196880	1/9/2007	TIMBER STRIKE TREESTANDS

Applications:

Schedule I

WEIL:\98846643\6\44907.0005

TRADEMARK
REEL: 007882 FRAME: 0300

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
Outdoor Product Innovations Acquisition, LLC	90108721	8/12/2020	WICKED TOUGH
Outdoor Product Innovations Acquisition, LLC	90109506	8/12/2020	WICKED BEAST
Outdoor Product Innovations Acquisition, LLC	90109573	8/12/2020	WICKED ULTRA-LOCK

Schedule I

SCHEDULE II

PATENTS

Registrations:

OWNER	PATENT NUMBER	ISSUE DATE	PATENT
Outdoor Product Innovations Acquisition, LLC	10945381	3/16/2021	Modular Tools with Detachable Coupling
Outdoor Product Innovations Acquisition, LLC	10582704	3/10/2020	Swingdown Treestand and Stick System
Outdoor Product Innovations Acquisition, LLC	10091948	10/9/2018	Light Pole Saw
Outdoor Product Innovations Acquisition, LLC	9532510	1/3/2017	Foldable-Storable Pole Saw
Outdoor Product Innovations Acquisition, LLC	9523510	12/20/2016	Roof Vent
Outdoor Product Innovations Acquisition, LLC	D762139	7/26/2016	Support Bar for a Tree Stand
Outdoor Product Innovations Acquisition, LLC	9314013	4/19/2016	TOTE FOR DRAGGING TAKEN GAME
Outdoor Product Innovations Acquisition, LLC	9101095	8/11/2015	FOLDABLE-STORABLE POLE SAW
Outdoor Product Innovations Acquisition, LLC	9027709	5/12/2015	MODULAR TREE STAND
Outdoor Product Innovations Acquisition, LLC	D725292	3/24/2015	HUNTING TREE STAND
Outdoor Product Innovations Acquisition, LLC	D723890	3/10/2015	POLE SAW
Outdoor Product Innovations Acquisition, LLC	D723891	3/10/2015	FOLDABLE-STORABLE POLE SAW

Schedule II

WEIL:\98846643\6\44907.0005

TRADEMARK
REEL: 007882 FRAME: 0303

Outdoor Product Innovations Acquisition, LLC	D721186	1/13/2015	PLATFORM FOR A TREE STAND
Outdoor Product Innovations Acquisition, LLC	D704385	5/6/2014	PORTABLE HANGING ANIMAL FEEDER
Outdoor Product Innovations Acquisition, LLC	D701937	4/1/2014	SET OF TWO IDENTICAL TOTE COMPONENTS FOR DRAGGING A GAME CARCASS
Outdoor Product Innovations Acquisition, LLC	D690388	9/24/2013	SET OF TWO IDENTICAL TOTE COMPONENTS FOR DRAGGING A GAME CARCASS
Outdoor Product Innovations Acquisition, LLC	D664823	8/7/2012	FOLDABLE SAW
Outdoor Product Innovations Acquisition, LLC	D654108	2/14/2012	PORTABLE SENSOR
Outdoor Product Innovations Acquisition, LLC	D625054	10/5/2010	WILDLIFE FEEDER
Outdoor Product Innovations Acquisition, LLC	D621898	8/17/2010	GROUND BLIND
Outdoor Product Innovations Acquisition, LLC	D613424	4/6/2010	PAIR OF FOOT PLATFORM SUPPORT TUBES
Outdoor Product Innovations Acquisition, LLC	D609365	2/2/2010	STACKABLE LADDER
Outdoor Product Innovations Acquisition, LLC	7584940	9/8/2009	TREE STAND LOCK APPARATUS AND METHOD OF USE

Applications:

Schedule II

WEIL:\98846643\6\44907.0005

TRADEMARK
REEL: 007882 FRAME: 0304

OWNER	APPLICATION NUMBER	Filing Date	PATENT
Outdoor Product Innovations Acquisition, LLC	29/745819	8/10/2020	MINERAL BRICK HOLDER Design
Outdoor Product Innovations Acquisition, LLC	29/745822	8/10/2020	MINERAL BRICK HOLDER Design
Outdoor Product Innovations Acquisition, LLC	16/984725	8/4/2020	MINERAL AND ATTRACTANT BLOCK HOLDER

Schedule II

SCHEDULE III

COPYRIGHTS

Registrations:

None.

Applications:

None.

Schedule III

WEIL:\98846643\6\44907.0005

RECORDED: 11/01/2022

**TRADEMARK
REEL: 007882 FRAME: 0306**