

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765199

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
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:	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: 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	
		TRADEMARK	

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: 2134432926
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: 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:	11/01/2022

Total Attachments: 12

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 2022, (this “Agreement”), by Outdoor Product Innovations Acquisition, 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 supplemented by that certain Supplement No. 1, 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 “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 that certain Consent and Third Amendment to Second Lien Term Loan Agreement, dated as of August 23, 2022, as further amended by that certain Fourth Amendment to Second Lien Term Loan Agreement, dated as of October 24, 2022, 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.

OUTDOOR PRODUCT INNOVATIONS
ACQUISITION, LLC

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

SCHEDULE I


TRADEMARKS

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

Schedule I

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TRADEMARK
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Outdoor Product Innovations Acquisition, LLC	5736725	4/30/2019	RHINO
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	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

TRADEMARK APPLICATIONS

Schedule I

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TRADEMARK
REEL: 007904 FRAME: 0530

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 II

PATENTS

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-Storeable 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

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

PATENT APPLICATIONS

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 III

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None.