

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Huntington National Bank		12/08/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	WSM Manufacturing, LLC		
Street Address:	9500 SW Tualatin Road		
City:	Tualatin		
State/Country:	OREGON		
Postal Code:	97062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5289995	ANGLEYE	
Registration Number:	5194041	MAXIMA	
Registration Number:	5071917	SET YOUR SIGHTS ON WARNE	
Registration Number:	5071920	TEAM WARNE	
Registration Number:	5094238	WARNE	
Registration Number:	5071919	WARNE SCOPE MOUNTS SET YOUR SIGHTS ON WA	
Registration Number:	5071921	WARNE TACTICAL SET YOUR SIGHTS ON WARNE	
Registration Number:	5071918	X-SKEL	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	19136479050		
Email:	tmdocketing.luebbering@hoveywilliams.com		
Correspondent Name:	Tom Luebbering		
Address Line 1:	10801 Mastin St., Ste. 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	WSM - T Luebbering		
NAME OF SUBMITTER:	Thomas B. Luebbering		

CH \$215.00 5289995

SIGNATURE:	/Thomas B. Luebbering/
DATE SIGNED:	01/04/2023
Total Attachments: 6 source=WSM; Executed-Release_Letter; Redacted#page1.tif source=WSM; Executed-Release_Letter; Redacted#page2.tif source=WSM; Executed-Release_Letter; Redacted#page3.tif source=WSM; Executed-Release_Letter; Redacted#page4.tif source=WSM; Executed-Release_Letter; Redacted#page5.tif source=WSM; Executed-Release_Letter; Redacted#page6.tif	

December 8, 2022

WSM Manufacturing, LLC
9500 SW Tualatin Road
Tualatin, Oregon 97062
Attention: _____

Re: WSM Manufacturing, LLC

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement dated as of June 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among WSM Manufacturing Holdings, LLC, a Delaware limited liability company ("Holdings"), WSM Manufacturing, LLC, a Delaware limited liability company ("Borrower"), and The Huntington National Bank, as successor by merger to TCF National Bank ("Lender"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement.

Lender has been informed by Borrower that it will be entering into a transaction and in connection therewith all of the liabilities, indebtedness and other obligations owing by the Obligors to Lender under the Credit Agreement and the other Financing Agreements, other than the "Surviving Obligations" (as defined below), will be paid off. If received by 2:00 p.m. (Chicago time) on December 9, 2022, the amount necessary to pay all of the liabilities, indebtedness and other obligations owing by the Obligors to Lender under the Credit Agreement and the other Financing Agreements (other than the Surviving Obligations) is [REDACTED] (the "Payoff Amount"), which is comprised of unpaid fees and expenses of legal counsel for Lender. "Surviving Obligations" means (a) the contingent indemnification obligations of Obligors under Section 9.19 of the Credit Agreement and any other contingent obligations of the Obligors under the Credit Agreement and the other Financing Agreements that by the terms of the Credit Agreement and the other Financing Agreements expressly survive the termination of the Credit Agreement, and (b) the obligations of the Obligors under the Credit Agreement and the other Financing Agreements (including this letter) to reimburse Lender for costs and expenses in excess of the Payoff Amount that may become due and payable after the date hereof in respect of the terminations, discharges and other releases to be filed or delivered in connection with this letter.

This letter will confirm that upon (A) receipt by Goldberg Kohn Ltd. by wire transfer of the Payoff Amount to the following account:

Bank:	Bank of America, N.A.
ABA:	[REDACTED]
Account Name:	[REDACTED]
Account #:	[REDACTED]
Reference:	TCF / Warne Scope Mounts (7138.010)
Bank Contact:	[REDACTED]

and (B) receipt by Lender of a copy of this letter duly executed by Borrower and each other Obligor (the deliveries described in the foregoing clauses (A) and (B), the "Payoff Deliveries"), (a) the liens, mortgages, pledges and security interests of Lender in any and all of the property of the Obligors that secure the Liabilities under the Credit Agreement and the other Financing Agreements shall be automatically and irrevocably released and terminated, all guarantees provided under the Financing Agreements shall be automatically and irrevocably terminated, the Liabilities shall be paid in full, all other liabilities, indebtedness and other obligations owing by the Obligors to Lender under the Credit Agreement (other than the Surviving Obligations) shall be discharged and satisfied in full and all related instruments and documents, and each of the Financing Agreements and any commitment to lend thereunder shall be automatically terminated (other than the provisions with respect to the Surviving Obligations) and (b)(i) Lender authorizes the Borrower and its designees to terminate the UCC Financing Statements listed on Exhibit A attached hereto, (ii) Lender shall deliver to the Borrower or its designee any other termination statements, intellectual property releases, mortgage releases and other lien releases, as applicable, pertaining to any liens and security interests of Lender in any of the property of the Obligors, as Borrower may reasonably request, in connection with Lender's above-described release and termination of its security interests and liens, and Lender further authorizes the Borrower and its designees to file any such releases and terminations, and (iii) Lender shall promptly return all Collateral in its possession to Borrower or its designee. The Obligors shall reimburse Lender, on demand, for any reasonable costs and expenses incurred by Lender in connection with the termination of its liens to the extent in excess of the Payoff Amount.

Each Obligor acknowledges and agrees that:

(i) no further Revolving Loans or other extension of credit may be made or requested on or after the date hereof; and

(ii) Lender shall have no further (A) commitment to provide loans or other financial accommodations under the Credit Agreement or the other Financing Agreements or (B) obligation, duty or responsibility under the Credit Agreement, any other Financing Agreement or any other document or agreement executed and/or delivered in connection therewith.

Each Obligor, on behalf of itself and its successors, assigns, and other legal representatives (each Obligor and all such other parties collectively, the "Releasors" and individually, a "Releasor"), hereby jointly, severally, and jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges each of Lender, its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other parties collectively, the "Releasees" and each a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Releasor may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the date of this letter, for or on

account of, or in relation to, or in any way in connection with the Financing Agreements, as amended and supplemented through the date hereof.

Notwithstanding anything contained herein to the contrary, if any payment or transfer (or any portion thereof) to Lender or any of its respective participants shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, avoided, rescinded, set aside or otherwise required to be returned or repaid, whether in bankruptcy, reorganization, insolvency or similar proceedings involving any Obligor or otherwise, then the liabilities, indebtedness and obligations purportedly satisfied with such payment or transfer shall immediately be reinstated, without need for any action by any Person, and shall be enforceable against the Obligors and their successors and assigns as if such payment had never been made (in which case this letter agreement shall in no way impair the claims of Lender and its respective participants with respect to such payment or transfer).

This letter may be signed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. One or more counterparts of this letter may be delivered by facsimile or other electronic transmission, with the intention that they shall have the same effect as an original counterpart thereof.

This letter agreement shall be governed by, and construed in accordance with, the internal laws and decisions of the State of Illinois.

[Signature Pages Follow]


Very truly yours,

THE HUNTINGTON NATIONAL BANK, as
successor by merger to TCF National Bank, as Lender

By Ed Ryndak
Name ED RYNDAK
Title Senior Vice President

Accepted and agreed to as of the date first written above by:

**WSM MANUFACTURING, LLC, a Delaware
limited liability company**

By: 
Name: Daniela Golz
Title: CEO

**WSM MANUFACTURING HOLDINGS, LLC, a
Delaware limited liability company**

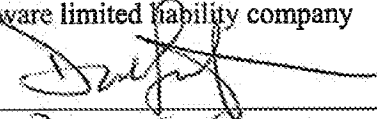



By: 
Name: Daniela Golz
Title: MANAGER

Exhibit A
UCC Financing Statements to be Terminated

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
ANGLEYE	87315482	01/27/2017	5289995	09/19/2017	Registered	WSM Manufacturing, LLC
MAXIMA	86908407	02/16/2016	5194041	05/02/2017	Registered	WSM Manufacturing, LLC
SET YOUR SIGHTS ON WARNE	86908399	02/16/2016	5071917	11/01/2016	Registered	WSM Manufacturing, LLC
TEAM WARNE (Stylized) 	86908415	02/16/2016	5071920	11/01/2016	Registered	WSM Manufacturing, LLC
WARNE	86908397	02/16/2016	5094238	12/06/2016	Registered	WSM Manufacturing, LLC
WARNE SCOPE MOUNTS SET YOUR SIGHTS ON WARNE and Design (color) 	86908411	02/16/2016	5071919	11/01/2016	Registered	WSM Manufacturing, LLC
WARNE TACTICAL SET YOUR SIGHTS ON WARNE and Design (color) 	86908418	02/16/2016	5071921	11/01/2016	Registered	WSM Manufacturing, LLC
X-SKEL	86908402	02/16/2016	5071918	11/01/2016	Registered	WSM Manufacturing, LLC