

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bowtech, LLC		01/19/2023	Limited Liability Company: DELAWARE
Black Gold Archery, LLC		01/19/2023	Limited Liability Company: DELAWARE
Excalibur Crossbow, LLC		01/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, Administrative Agent		
Street Address:	2000 McKinney Avenue, Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Texas State Bank: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	6297119	AMPLIFY	
Registration Number:	6687436	AN ENTIRE COMPANY OBSESSED WITH ACCURACY	
Registration Number:	4413725	BINARY	
Registration Number:	3248710	BINARY CAM SYSTEM	
Registration Number:	2395926	BOWTECH	
Registration Number:	6419769	BOWTECH	
Registration Number:	5401730	BT-X	
Registration Number:	5303429	CARBON KNOCKOUT	
Registration Number:	5830097	CONVERGENCE	
Registration Number:	5210599	CUTTING EDGE INNOVATIONS	
Registration Number:	5836024	DEADLOCK	
Registration Number:	5228893	DEPLOY SB	
Registration Number:	5214963	DIAMOND ARCHERY	
Registration Number:	6583655	DIAMOND ARCHERY BY BOWTECH	
Registration Number:	4035502	FLX GUARD	

CH \$1040.00 6297119

Property Type	Number	Word Mark
Registration Number:	6186793	GUARDIAN
Registration Number:	6085252	ISOLATE6
Registration Number:	5444114	MAG X
Registration Number:	5278205	MEDALIST
Registration Number:	4926744	OCTANE
Registration Number:	6411387	O OCTANE
Registration Number:	5828417	ORBIT
Registration Number:	4361651	OVERDRIVE BINARY
Registration Number:	6694711	PURE ARCHERY GROUP
Registration Number:	6687458	PURE ARCHERY GROUP
Registration Number:	5382575	REALM
Registration Number:	5829437	RECKONING
Registration Number:	5481186	REFUSE TO FOLLOW
Registration Number:	5434136	REIGN
Registration Number:	6054835	REVOLT
Registration Number:	6212627	THE ONLY CAM SYSTEM THAT LOCKS IN ACCURA
Registration Number:	6223309	TUNE IT. LOCK IT. TRUST IT.
Registration Number:	6719761	DOUBLE OR NOTHING
Registration Number:	4887545	EXCALIBUR CROSSBOW
Registration Number:	4887544	EXCALIBUR CROSSBOW
Registration Number:	2836289	BLACK GOLD
Registration Number:	5431894	BLACK GOLD PREMIUM BOWSIGHTS
Registration Number:	3133158	RIPCORD
Registration Number:	6500028	RIPCORD
Registration Number:	6500047	TIGHTSPOT
Registration Number:	6500057	TIGHTSPOT

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky Troutman (ker)

SIGNATURE: /Becky Troutman/

DATE SIGNED: 01/26/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 19, 2023, is entered into by **BOWTECH, LLC**, a Delaware limited liability company (“**Bowtech**”), **BLACK GOLD ARCHERY, LLC**, a Delaware limited liability company (“**Black Gold**”), **EXCALIBUR CROSSBOW, LLC**, a Delaware limited liability company (“**Excalibur**”), (“**Excalibur**” and together with Bowtech and Black Gold, each a “**Grantor**” and collectively, the “**Grantors**”) and **TEXAS CAPITAL BANK**, as administrative agent (the “**Administrative Agent**”). Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of the date hereof, among Grantors, certain affiliates of Grantors from time to time party thereto and the Administrative Agent (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 (the “**Secured Trademarks**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining each Grantor’s approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY

STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

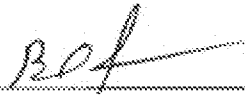
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

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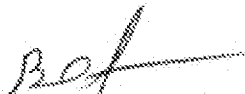
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

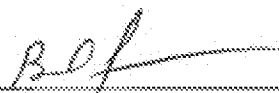
BOWTECH, LLC

By: 
Name: Brad Ferguson
Title: Chief Executive Officer

BLACK GOLD ARCHERY, LLC

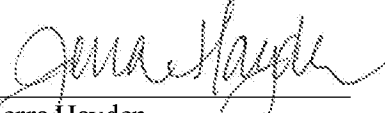
By: 
Name: Brad Ferguson
Title: Chief Executive Officer

EXCALIBUR CROSSBOW, LLC

By: 
Name: Brad Ferguson
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK,
as Administrative Agent


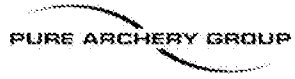
By: 
Name: Jerra Hayden
Title: Senior Vice President





SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS:




Owner	Description	Registration Number	Registration Date	Country
Bowtech, LLC	AMPLIFY	6,297,119	3/16/2021	United States
Bowtech, LLC	AN ENTIRE COMPANY OBSESSED WITH ACCURACY	6,687,436	3/29/2022	United States
Bowtech, LLC	BINARY	4,413,725	10/8/2013	United States
Bowtech, LLC	BINARY CAM SYSTEM	3,248,710	5/29/2007	United States
Bowtech, LLC	BOWTECH	2,395,926	10/17/2000	United States
Bowtech, LLC	BOWTECH & Design 	6,419,769	7/13/2021	United States
Bowtech, LLC	BT-X	5,401,730	2/13/2018	United States
Bowtech, LLC	CARBON KNOCKOUT	5,303,429	10/3/2017	United States
Bowtech, LLC	CONVERGENCE	5,830,097	8/6/2019	United States
Bowtech, LLC	CUTTING EDGE INNOVATIONS	5,210,599	5/23/2017	United States
Bowtech, LLC	DEADLOCK	5,836,024	8/13/2019	United States
Bowtech, LLC	DEPLOY SB	5,228,893	6/20/2017	United States
Bowtech, LLC	DIAMOND ARCHERY	5,214,963	5/30/2017	United States
Bowtech, LLC	DIAMOND ARCHERY BY BOWTECH & Design 	6,583,655	12/7/2021	United States

Owner	Description	Registration Number	Registration Date	Country
Bowtech, LLC	FLX GUARD	4,035,502	10/4/2011	United States
Bowtech, LLC	GUARDIAN	6,186,793	10/27/2020	United States
Bowtech, LLC	ISOLATE6	6,085,252	6/23/2020	United States
Bowtech, LLC	MAG X	5,444,114	4/10/2018	United States
Bowtech, LLC	MEDALIST	5,278,205	8/29/2017	United States
Bowtech, LLC	OCTANE	4,926,744	3/29/2016	United States
Bowtech, LLC	OCTANE & Design 	6,411,387	7/6/2021	United States
Bowtech, LLC	ORBIT	5,828,417	8/6/2019	United States
Bowtech, LLC	OVERDRIVE BINARY	4,361,651	7/2/2013	United States
Bowtech, LLC	PURE ARCHERY GROUP	6,694,711	4/5/2022	United States
Bowtech, LLC	PURE ARCHERY GROUP & Design 	6,687,458	3/29/2022	United States
Bowtech, LLC	REALM	5,382,575	1/16/2018	United States
Bowtech, LLC	RECKONING	5,829,437	8/6/2019	United States
Bowtech, LLC	REFUSE TO FOLLOW	5,481,186	5/29/2018	United States
Bowtech, LLC	REIGN	5,434,136	3/27/2018	United States
Bowtech, LLC	REVOLT	6,054,835	5/12/2020	United States
Bowtech, LLC	THE ONLY CAM SYSTEM THAT LOCKS IN ACCURACY	6,212,627	12/1/2020	United States

Owner	Description	Registration Number	Registration Date	Country
Bowtech, LLC	TUNE IT. LOCK IT. TRUST IT.	6,223,309	12/15/2020	United States
Excalibur Crossbow, LLC	DOUBLE OR NOTHING	6,719,761	5/3/2022	United States
Excalibur Crossbow, LLC	EXCALIBUR CROSSBOW	4,887,545	1/19/2016	United States
Excalibur Crossbow, LLC	EXCALIBUR CROSSBOW & Design 	4,887,544	1/19/2016	United States
Black Gold Archery, LLC	BLACK GOLD	2,836,289	4/27/2004	United States
Black Gold Archery, LLC	BLACK GOLD PREMIUM BOWSIGHTS & Design 	5,431,894	3/27/2018	United States
Black Gold Archery, LLC	RIPCORD	3,133,158	8/22/2006	United States
Black Gold Archery, LLC	RIPCORD & Design 	6,500,028	9/28/2021	United States
Black Gold Archery, LLC	TIGHTSPOT	6,500,047	9/28/2021	United States
Black Gold Archery, LLC	TIGHTSPOT & Design 	6,500,057	9/28/2021	United States

II. TRADEMARK APPLICATIONS:

Owner	Trademark Application	Application Filing Date	Application Serial Number
Bowtech, LLC	PURE ARCHERY GROUP	8/24/2020	2020/21708

Owner	Trademark Application	Application Filing Date	Application Serial Number
Bowtech, LLC	STRYKER	1/25/2021	90/486,714
Bowtech, LLC	TIMELOCK	6/30/2021	90/803,896
Bowtech, LLC	GRIPLOCK and Design 	8/9/2022	97541772
Bowtech, LLC	GRIPLOCK	8/9/2022	97541822
Bowtech, LLC	TIMELOCK and Design 	8/9/2022	97541810
Excalibur Crossbow, LLC	DUALFIRE	5/21/2020	88/928,176
Black Gold Archery, LLC	TIGHTSPOT & Design 	9/29/2021	2113352

SCHEDULE 1-4