

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Feradyne Outdoors, LLC		03/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC, as Collateral Agent		
<b>Street Address:</b>	150 South Fifth Street, Suite 2600		
<b>Internal Address:</b>	Attn: Feradyne Administrator		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6992782	VXM	
<b>Registration Number:</b>	6992783	DECAY	
<b>Registration Number:</b>	6992784	EXERT	
<b>Registration Number:</b>	6897922	INFINITY	
<b>Serial Number:</b>	97490233	THERMX	
<b>Serial Number:</b>	97490237	COVERT OPTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
<b>Address Line 1:</b>	333 S. HOPE ST., 43RD FLOOR		
<b>Address Line 2:</b>	ATTN: J. CRAVITZ		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	76HZ-327167		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		

CH \$165.00 6992782

<b>SIGNATURE:</b>	/julie cravitz/
<b>DATE SIGNED:</b>	03/14/2023
<b>Total Attachments: 6</b> source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (5th Amendment Supplemental)#page1.tif source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (5th Amendment Supplemental)#page2.tif source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (5th Amendment Supplemental)#page3.tif source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (5th Amendment Supplemental)#page4.tif source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (5th Amendment Supplemental)#page5.tif source=Feradyne Outdoors LLC - Second Lien IP Security Agreement (5th Amendment Supplemental)#page6.tif	

## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 13, 2023, (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 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, as further amended by that certain Fifth Amendment and Forbearance to Second Lien Term Loan Agreement, dated as of March 10, 2023, 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

*[Signature Page to Second Lien Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 008003 FRAME: 0467**

**SCHEDULE I**

TRADEMARKS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Feradyne Outdoors, LLC	6992782	2/28/2023	VXM
Feradyne Outdoors, LLC	6992783	2/28/2023	DECAY
Feradyne Outdoors, LLC	6992784	2/28/2023	EXERT
Feradyne Outdoors, LLC	6897922	11/15/2022	INFINITY

TRADEMARK APPLICATIONS

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>TRADEMARK</u>
Feradyne Outdoors, LLC	97490233	07/06/2022	THERMX
Feradyne Outdoors, LLC	97490237	07/06/2022	COVERT OPTICS

**SCHEDULE II**

PATENTS

None.

SCHEDULE III

COPYRIGHTS

None.