

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC, collateral agent		07/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EOTECH, LLC		
Street Address:	46900 Port Street		
City:	Plymouth		
State/Country:	MICHIGAN		
Postal Code:	48170		
Entity Type:	Limited Liability Company: MICHIGAN		
Name:	ELITE DEFENSE, LLC		
Street Address:	2145 Crooks Road		
Internal Address:	Suite 210		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4444596	ISIE	
Registration Number:	2387514	LIVAR	
Registration Number:	3291603	MICROVISTA	
Registration Number:	2870613	NIGHTVISTA	
Registration Number:	2696072	EBAPS	
Serial Number:	90781992	CQS	
Serial Number:	90782073	DCR	
Serial Number:	90830656	HHS	
Serial Number:	90188833	THE GEAR STORE	
Serial Number:	90188827	ELEMENT 115	
Serial Number:	90903782		

CH \$790.00 4444596

Property Type	Number	Word Mark
Registration Number:	5148734	
Registration Number:	5148731	
Serial Number:	97074884	2A UNDERGROUND
Registration Number:	5224058	VUDU
Registration Number:	5223943	E
Registration Number:	4354014	ZOMBIE STOPPER
Registration Number:	4449028	XBOW
Registration Number:	2878695	HWS
Registration Number:	4694407	G33
Registration Number:	1884658	BEAMHIT
Registration Number:	2006681	HOLO SIGHT
Registration Number:	2070175	EOTECH
Registration Number:	3906328	
Registration Number:	2488173	LMTS
Registration Number:	4635640	OFFICIAL SPONSOR OF THE GOOD GUYS
Registration Number:	4550997	ELITE DEFENSE
Registration Number:	4809188	ELITE ARMS
Registration Number:	4809186	OUTFIT WITH CONFIDENCE
Registration Number:	4128521	ELITE DEFENSE
Registration Number:	4761023	ED

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Avi Tennenberg

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	A. Tennenberg-27500.0010
NAME OF SUBMITTER:	Avi Tennenberg
SIGNATURE:	/Avi Tennenberg/
DATE SIGNED:	07/21/2023

Total Attachments: 7

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

July 21, 2023

This Notice of Release of Security Interest in Trademark Collateral is made and effective as of July 21, 2023 (“Release of Security Interest”) by Blue Torch Finance LLC, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”), and Blue Torch, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent” and together with the Collateral Agent, each an “Agent” and collectively, the “Agents”), solely in its capacity as Administrative Agent and Collateral Agent for the lenders (the “Lenders”) from time to time party to (a) that certain Financing Agreement, dated as of December 30, 2021 (as amended by that certain Amendment No. 1 to Financing Agreement, dated May 31, 2023, and as further amended, restated, supplement or otherwise modified prior to the date hereof, the “Financing Agreement”), by and among Project Echo Holdings, LLC, a Michigan limited liability company (the “Parent”), EOTech, LLC, a Michigan limited liability company (together with each other Borrower (as defined therein party thereto, the “Borrowers”), the subsidiaries of the Borrowers party thereto as Guarantors, the Lenders from time to time party thereto and the Agent and (b) that certain Security Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Parent, the Borrower, the other grantors from time to time party thereto, and the Agent.

WHEREAS, EOTECH, LLC, a Michigan limited liability company, (“EOTech”) and ELITE DEFENSE, LLC, a Michigan limited liability company, (“ELITE”, and together with EOTech, collectively the “Grantors” and each a “Grantor”) owns the trademarks listed opposite each Grantor’s respective name on Schedule I attached hereto (“Trademark”), which Trademark is registered in the United States Patent and Trademark Office (the “Office”); and

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 30, 2021 (the “Trademark Security Agreement”), the Grantors pledged, assigned and granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including the Trademark listed on Schedule I hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same (collectively, the “Released Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 30, 2021 at Reel 7545, Frame 0409; and

WHEREAS, pursuant to the Payoff Letter, dated as of July 21, 2023, by and among the Agent, the Parent, the Borrower and each Guarantor, the Borrower has requested and the Agent has agreed to procure, execute and deliver to the Borrower, at the expense of the Borrower, such

documents confirming and carrying out the release and discharge of the Secured Parties' security interest in the Released Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. Release. As of the date listed on the signature page hereto, the Administrative Agent hereby (i) terminates, discharges, cancels and releases fully its security interests in and liens on the Released Trademark Collateral granted under the Trademark Security Agreement and terminates the Trademark Security Agreement, and (ii) authorizes and requests the recordation of this Release of Security Interest, and any other filings necessary to evidence the termination, discharge, cancellation, and release of Administrative Agent's rights under the Security Agreement and/or Trademark Security Agreement, in each case with respect to the Released Trademark Collateral, with the Office at Grantor's expense.

2. Further Assurances. The Administrative Agent hereby agrees, at the Borrower's expense, to execute such instruments and to take such other actions as the Borrower may reasonably request to terminate and release the Administrative Agent's security interest in the relevant Released Trademark Collateral.

3. Governing Law. This Release of Security Interest and the transactions contemplated hereby and all disputes between the parties under or relating to this Release of Security Interest or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

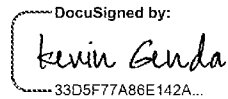
4. Definitions. Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Trademark Security Agreement, Security Agreement or the Financing Agreement, as applicable.

5. Counterparts. This Release of Security Interest may be executed in any number of counterparts and by different parties in 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 agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest to be duly executed as of the date first listed above.

BLUE TORCH FINANCE LLC,
as the Administrative Agent and the Collateral Agent


DocuSigned by:


By: _____
Name: Kevin Genda
Title: Authorized Signatory

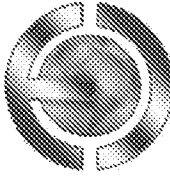
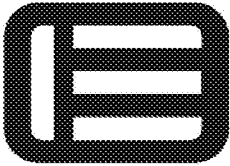
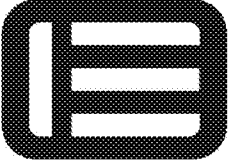
[Signature Page to Notice of Release of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

Grantor	Country	Mark	Registration / App. No.	Registration / Application Date
EOTech, LLC, as successor in interest to Intevac, Inc.	United States (Federal)	<u>ISIE</u>	4444596	December 3, 2013
EOTech, LLC, as successor in interest to Intevac, Inc.	United States (Federal)	<u>LIVAR</u>	2387514	September 19, 2000
EOTech, LLC, as successor in interest to Intevac, Inc.	United States (Federal)	<u>MICROVISTA</u>	3291603	September 11, 2007
EOTech, LLC, as successor in interest to Intevac, Inc.	United States (Federal)	<u>NIGHTVISTA</u>	2870613	August 3, 2004
EOTech, LLC, as successor in interest to Intevac, Inc.	United States (Federal)	<u>EBAPS</u>	2696072	March 11, 2003
EOTech, LLC, as successor in interest to Intevac, Inc.	Canada	<u>ISIE</u>	TMA861204	September 25, 2013
EOTech, LLC, as successor in interest to Intevac, Inc.	European Union	<u>ISIE</u>	010994556	November 23, 2012
EOTech, LLC, as successor in interest to Intevac, Inc.	United Kingdom	<u>ISIE</u>	910994556	November 21, 2012
EOTech, LLC, as successor in interest to Intevac, Inc.	Japan	<u>ISIE</u>	5571735	April 05, 2013
EOTECH, LLC	United States (USPTO)	CQS	90781992	2021-06-18
EOTECH, LLC	United States (USPTO)	DCR	90782073	2021-06-18
EOTECH, LLC	United States (USPTO)	HHS	90830656	2021-07-15
EOTech, LLC	United States (USPTO)	THE GEAR STORE	90188833	2020-09-17
EOTECH, LLC	United States (USPTO)	ELEMENT 115	90188827	2020-09-17
EOTECH, LLC	United States (USPTO)	MISCELLANEOUS DESIGN (Voodoo doll design)	90903782	2021-08-26
				
EOTECH, LLC	United States (USPTO)	CONFIGURATION OF FIREARM SIGHT Design	5148734	2017-02-28

Grantor	Country	Mark	Registration / App. No.	Registration / Application Date
EOTECH, LLC	United States (USPTO)	CONFIGURATION OF FIREARM SIGHT Design	5148731	2017-02-28
EOTECH, LLC	United States (USPTO)	2A UNDERGROUND	97074884	2021-10-14
EOTECH, LLC	United States (USPTO)	VUDU	5224058	2017-06-13
EOTECH, LLC	United States (USPTO)	E 	5223943	2017-06-13
EOTECH, LLC	United States (USPTO)	ZOMBIE STOPPER 	4354014	2013-06-18
EOTECH, LLC	United States (USPTO)	XBOW 	4449028	2013-12-10
EOTECH, LLC	United States (USPTO)	HWS	2878695	2004-08-31
EOTECH, LLC	United States (USPTO)	G33	4694407	2015-03-03
EOTECH, LLC	United States (USPTO)	BEAMHIT 	1884658	1995-03-21
EOTECH, LLC	United States (USPTO)	HOLO SIGHT	2006681	1996-10-08
EOTECH, LLC	United States (USPTO)	EOTECH	2070175	1997-06-10
EOTECH, LLC	United States (USPTO)		3906328	2011-01-18
EOTECH, LLC	United States (USPTO)	LMTS	2488173	2001-09-11
ELITE DEFENSE, LLC	United States (USPTO)	OFFICIAL SPONSOR OF THE GOOD GUYS	4635640	2014-11-11

Grantor	Country	Mark	Registration / App. No.	Registration / Application Date
ELITE DEFENSE, LLC	United States (USPTO)	ELITE DEFENSE	4550997	2014-06-17
ELITE DEFENSE, LLC	United States (USPTO)	ELITE ARMS	4809188	2015-09-08
ELITE DEFENSE, LLC	United States (USPTO)	OUTFIT WITH CONFIDENCE	4809186	2015-09-08
ELITE DEFENSE, LLC	United States (USPTO)	ELITE DEFENSE	4128521	2012-04-17
ELITE DEFENSE, LLC	United States (USPTO)	ED 	4761023	2015-06-23
L3 Technologies, Inc.*	Canada (CIPO)	FIELD VISION	1938664	2019-01-02
EOTECH, LLC	China (SAIC)		60513780	2021-11-12
EOTECH, LLC	China (SAIC)		60540121	2021-11-12
EOTECH, LLC	China (SAIC)	EOTECH	58909869	2021-08-31
EOTECH, LLC	China (SAIC)	EOTECH	58754480	2021-08-25
EOTECH, LLC	China (SAIC)	EOTECH	7475953	2021-01-11
EOTECH, LLC	China (SAIC)	EOTECH	7475954	2012-06-28
L3 Technologies, Inc.*	European Union (EUIPO)	HOLO SIGHT	EOTECH, LLC	2019-02-15
EOTECH, LLC	European Union (EUIPO)	FIELD VISION	018005379	2019-06-14
L3 Technologies, Inc.*	European Union (EUIPO)	EOTECH	9365751	2011-03-15
L-3 COMMUNICATIONS EOTECH, INC.*	South Korea (KIPO)	EOTECH	4009686800000	2013-05-10
L3 Technologies, Inc.*	United Kingdom (UKIPO)	HOLO SIGHT	UK00003703279	2021-09-29
EOTECH, LLC	United Kingdom (UKIPO)	FIELD VISION	UK00003363999	2019-03-22
EOTECH, LLC	United Kingdom (UKIPO)	FIELD VISION	UK00918005379	2019-06-14

Grantor	Country	Mark	Registration / App. No.	Registration / Application Date
L-3 COMMUNICATIONS EOTECH, INC.*	United Kingdom (UKIPO)	EOTECH	UK0909365751	2011-03-15