

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REVISION MILITARY LTD.		08/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2954304	REVISION	
Registration Number:	3038983	REVISION	
Registration Number:	3104480	MISSION CRITICAL EYEWEAR	
Registration Number:	3136917	BULLET ANT	
Registration Number:	3136918	SAWFLY	
Registration Number:	3230744	DESERT LOCUST	
Registration Number:	3385948	OCUMAX	
Registration Number:	3462920	HELLFLY	
Registration Number:	3536810	BE REVISION READY.	
Registration Number:	3811457	WOLFSPIDER	
Registration Number:	3896252	R	
Registration Number:	3951760	EXOSHIELD	
Registration Number:	4191382	DELTAWING	
Registration Number:	4653251	STINGERHAWK	
Registration Number:	4729844	BE REVISION READY.	
Registration Number:	5019979	REVISION	
Registration Number:	5084509	R	
Registration Number:	5084517	R	
Registration Number:	5403545	LAZRBLOC	

CH \$615.00 2954304

Property Type	Number	Word Mark
Registration Number:	5296953	SNOWHAWK
Serial Number:	88260848	FOCUS ON THE HUNT
Serial Number:	88036885	REVISION CALLER
Serial Number:	88036921	REVISION PURSUER
Serial Number:	88036930	REVISION SEEKER

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: 704-925-6060

Email: slott@seyfarth.com

Correspondent Name: Stephen D. Lott

Address Line 1: 300 S. Tryon Street

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	058550-000126
NAME OF SUBMITTER:	Stephen D. Lott
SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	08/21/2023

Total Attachments: 17

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AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of August 18, 2023, is by REVISION MILITARY LTD., a Delaware corporation ("Grantor"), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. Grantor and Administrative Agent intends that this Agreement shall amend and restate that certain Patent and Trademark Security Agreement, dated as of September 27, 2019, made by Grantor thereunder in favor of the Lenders.

B. Grantor, Fast Metal LLC, an Arizona limited liability company ("Fast Metal") and REYewear Acquisition, Inc., a Delaware corporation ("Holdings") have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

C. The Grantor, Fast Metal and Holdings have entered into that certain Guaranty and Collateral Agreement dated as of September 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

D. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

E. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses (except to the extent constituting Excluded Collateral), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (except to the extent constituting Excluded Collateral), whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all good will associated therewith;
- (8) each copyright license, together with all good will associated therewith; and
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license (items 7 through 9 being herein collectively referred to as the "Copyright Collateral").

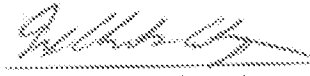
This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein

as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[SIGNATURE PAGE FOLLOWS]

The Grantor has caused this Amended and Restated Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

REVISION MILITARY LTD.

By: 
W. Christian Cantalupo, Vice President

ACKNOWLEDGED:

CIBC BANK USA
as Administrative Agent

By: Matthew Berman
Name: Matthew Berman
Its: Managing Director

SCHEDULE 1
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses Owned by Revision Military

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
REVISION	2005-05-24	2,954,304
REVISION	2006-01-10	3,038,983
MISSION CRITICAL EYEWEAR	2006-06-13	3,104,480
BULLET ANT	2006-08-29	3,136,917
SAWFLY	2006-08-2	3,136,918
DESERT LOCUST	2007-04-17	3,230,744
OCUMAX	2008-02-19	3,385,948
HELLFLY Design	2008-07-08	3,462,920
BE REVISION READY	2008-11-25	3,536,810
WOLFSPIDER	2010-06-29	3,811,457
R & DESIGN	2010-12-28	3,896,252
EXOSHIELD	2011-04-26	3,951,760
DELTAWING	2012-08-14	4,191,382
STINGERHAWK	2014-12-09	4,653,251
BE REVISION READY	2015-05-05	4,729,844
REVISION	2016-08-16	5,019,979
R & DESIGN	2016-11-22	5,084,509
R & DESIGN (IN COLOUR)	2016-11-22	5,084,517
LAZRBLOC	2018-02-13	5,403,545
SNOWHAWK	2017-09-26	5,296,953

U.S. Trademark Applications

Mark	Filing Date	Application No.
FOCUS ON THE HUNT	2019-01-14	88/260,848
REVISION CALLER	2018-07-13	88/036,885
REVISION PURSUER	2018-07-13	88/036,921
REVISION SEEKER	2018-07-13	88/036,930

Non-U.S. Trademark Registrations

Mark	Country	Reg. Date	Reg. No.
R & DESIGN	Australia	2016-03-08	1678664
REVISION	Australia	2015-11-24	1678665
SAWFLY	Australia	2015-11-24	1678666
R & DESIGN	Canada	2016-08-02	788,677
REVISION	Canada	2005-02-10	632,602
BULLET ANT	Canada	2007-05-24	688,108
SAWFLY	Canada	2007-05-24	688,109
DESERT LOCUST	Canada	2007-05-24	688,110
WOLFSPIDER	Canada	2010-04-15	764,277
R & DESIGN	Canada	2011-01-26	788,677
EXOSHIELD	Canada	2012-05-10	823,824
VIPERTAIL	Canada	2013-09-16	860,164
ALPHAWING	Canada	2013-09-16	860,165
DELTAWING	Canada	2014-01-08	868,616
STINGERHAWK	Canada	2015-03-03	897,782
REVISION	Canada	2016-03-29	932,859
SNOWHAWK	Canada	2018-04-16	994,499
REVISION	China	2011-03-28	7790092
DESERT LOCUST	China	2011-03-28	7790093
REVISION	China	2011-01-28	7790094
SAWFLY & DESIGN	China	2016-01-21	15786000
REVISION	China	2016-04-28	16493726
R & DESIGN	China	2016-12-14	16493727
SAWFLY	China	2017-11-28	16493728

沙漠蝗虫 (DESERT LOCUST IN CHINESE CHARACTERS)	China	2016-07-21	16955657
DESERT LOCUST	European Community	2010-05-31	008618407
REVISION	European Community	2010-06-18	008618449
LAZRBLOC	European Community	2016-12-20	015762751
STINGERHAWK	European Community	2012-09-26	10879583
WOLFSPIDER	European Community	2012-09-27	10885747
R & DESIGN	European Community	2013-07-04	11323979
REVISION	European Community	2013-05-08	11411584
SAWFLY	European Community	2015-08-04	13784681
DESERT LOCUST	Hong Kong	2010-07-06	301484749
SAWFLY	Korea	2010-04-19	820390
HELLFLY	Korea	2010-04-27	821345
DESERT LOCUST	Korea	2010-04-27	821346
BULLET ANT	Korea	2010-05-12	823143
R & DESIGN	Russia	2014-01-24	504954
REVISION	Russia	2014-01-24	504955
REVISION	Switzerland	2015-07-13	675498
SAWFLY	Switzerland	2015-07-13	675499
R & DESIGN	Switzerland	2015-07-13	675518
LAZRBLOC	Switzerland	2016-08-18	694949
REVISION	Taiwan	2010-09-01	01428455
DESERT LOCUST	Taiwan	2010-10-01	01432132

Non-U.S. Trademark Applications

Mark	Country	Application Date	Application No.
FOCUS ON THE HUNT	Canada	2018-12-14	1,936,080
REVISION CALLER	Canada	2018-06-28	1,906,855
REVISION PURSUER	Canada	2018-06-28	1,906,858
REVISION SEEKER	Canada	2018-06-28	1,906,857
BULLET ANT	China	2018-03-07	29465878
DESERT LOCUST	China	2018-08-30	33206986

R & DESIGN	China	2018-08-30	33206985
REVISION	China	2018-08-30	33206984
REVISION CALLER	China	2018-12-12	35249109
REVISION PURSUER	China	2018-12-12	3529110
REVISION SEEKER	China	2018-12-12	35249111
STINGERHAWK	China	2018-03-07	29465875
WOLFSPIDER	China	2018-03-07	29465877
视威迅 (REVISION IN CHINESE CHARACTERS)	China	2018-08-30	33206983
REVISION CALLER	European Community	2018-11-23	17989760
REVISION PURSUER	European Community	2018-11-23	17989762
REVISION SEEKER	European Community	2018-11-23	17989761
REVISION CALLER	Taiwan	2018-12-21	107082652
REVISION PURSUER	Taiwan	2018-12-21	107082654
REVISION SEEKER	Taiwan	2018-12-21	107082653
REVISION CALLER	United Kingdom	2018-11-23	3355903
REVISION PURSUER	United Kingdom	2018-11-23	3355906
REVISION SEEKER	United Kingdom	2018-11-23	3355905

Common Law Trademarks

Country(s) Where Used	Trade Names
Canada, United States	SHADOWSTRIKE

Trademark Licenses

1. Subcontract between Revision Military Ltd. and Applied Research Associates, Inc. (ARA) dated July 18, 2016 as amended by Modification #01 dated May 30, 2017, Modification #02 dated August 22, 2017 and Modification #03 dated October 22, 2018.
2. Supply Agreement between Revision Military Ltd. and Aclima AS respecting MFI and Revisions logos and trademarks dated July 10, 2019.

Intellectual property licenses granted in the context of reseller, dealer, and commercial sales representative agreements:

1. Dealer Agreement between Revision Military Ltd. and Equipment Center Baza-V LLP dated December 21, 2018.
2. Commercial Agreement between Revision Military (UK) Limited and Beechwood Equipment Limited dated October 26, 2016. This agreement has expired and was not renewed, but Beechwood actively places purchase orders with Revision Military Ltd.
3. Commercial Agreement between Revision Military S.à r.l. and Hall & Watts Africa (PTY) Ltd. dated January 29, 2018. Pursuant to notice provided to Hall & Watts Africa (PTY) Ltd., this agreement is currently performed by Revision Military Ltd.
4. Authorized Dealer Agreement between Revision Military Ltd. and Airsoft GI dated August 1, 2018.
5. Authorized Dealer Agreement between Revision Military Ltd. and Alpha One Source dated August 1, 2018.
6. Authorized Dealer Agreement between Revision Military Ltd. and Ambitec dated August 1, 2018.
7. Authorized Dealer Agreement between Revision Military Ltd. and Blue Water Sales dated August 1, 2018.
8. Authorized Dealer Agreement between Revision Military Ltd. and Bottom Line Military Sales dated August 1, 2018.
9. Authorized Dealer Agreement between Revision Military Ltd. and Birch Military Wholesale dba. Commando Military Supply dated August 1, 2018.
10. Authorized Dealer Agreement between Revision Military Ltd. and Dakota Outerwear Co. dated August 1, 2018.
11. Authorized Dealer Agreement between Revision Military Ltd. and DSG Arms dated August 1, 2018.
12. Authorized Dealer Agreement between Revision Military Ltd. and Integration Procurement Technologies dated August 1, 2018.

13. Authorized Dealer Agreement between Revision Military Ltd. and KF Armory, LLC dated August 1, 2018.
 14. Authorized Dealer Agreement between Revision Military Ltd. and Life View Outdoors dated August 1, 2018.
 15. Authorized Dealer Agreement between Revision Military Ltd. and Safeware Inc. dated August 1, 2018.
 16. Authorized Dealer Agreement between Revision Military Ltd. and Security Pro USA dated August 1, 2018.
 17. Authorized Dealer Agreement between Revision Military Ltd. and Surplus Ammo and Arms dated August 1, 2018.
 18. Authorized Dealer Agreement between Revision Military Ltd. and Tacticalgear.com dated August 1, 2018.
 19. Authorized Dealer Agreement between Revision Military Ltd. and Telluric Arms, LLC dated August 1, 2018.
 20. Authorized Dealer Agreement between Revision Military Ltd. and Top Pack Defense dated August 1, 2018.
 21. Supplier Agreement between Revision Military Ltd. and W.W. Grainger, Inc. dated October 10, 2014
 22. Pending Reseller Agreement between Revision Military Ltd. and CRD Protection AB.
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SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses Owned by Revision Military

U.S. Patent Registrations

Title	Patent No.	Issue Date	Expiration Date
Protective Goggles	D537,098	20-Feb-07	20-Feb-21
Auxiliary Spectacle for Protective Eyewear	D537103	20-Feb-07	20-Feb-21
Auxiliary Lens Frame Protective Eyewear	D537104	20-Feb-07	20-Feb-21
Goggles	D598040	11-Aug-09	11-Aug-23
Goggles	D620039	20-Jul-10	20-Jul-24
Goggles	D620969	3-Aug-10	3-Aug-24
Eyewear Component	D636,807	26-Apr-11	26-Apr-25
Eyewear	D637,643	10-May-11	10-May-25
Eyewear Brow Bar	D727,406	21-Apr-15	21-Apr-29
Eyewear Brow Bar	D735,795	4-Aug-15	4-Aug-29
Eyewear Brow Bar	D854,609	23-Jul-19	23-Jul-34
Eyewear Lens	D785,689	2-May-17	2-May-31
Goggles	D794,701	15-Aug-17	15-Aug-32
Goggles	D795,332	22-Aug-17	22-Aug-32
Goggles	D795,333	22-Aug-17	22-Aug-32
Eyewear Temple Bar	D835709	11-Dec-18	11-Dec-33
Overmolded Spectacle Arm Extremities	7490935	17-Feb-09	28-Jun-27
Protective Eyewear Including Auxiliary Lenses	7,641,333	5-Jan-10	6-May-27
Protective Eyewear Including Auxiliary Lenses	7,648,233	19-Jan-10	14-Sep-27
Protective Eyewear Including Auxiliary Lenses	8,083,344	27-Dec-11	17-May-26
Protective Eyewear Including Auxiliary Lenses	8,104,890	31-Jan-12	17-May-26

Goggle Attachment System for Helmet	8171572	8-May-12	21-Oct-29
Goggle Attachment Systems with a Tail for a Helmet	8201275	19-Jun-12	26-Oct-30
Eyewear including Catechol Functionalized Boron Pyrromethendye Dye for Neutralizing Laser Threat	8,486,311	16-Jul-13	21-Mar-32
Eyewear including Nitrophenyl Functionalized Boron Pyrromethene Dye for Neutralizing Laser Threat	8,968,875	3-Mar-15	18-Dec-32
Reversible Strap-Mounting Clips for Goggles	9,398,981	26-Jul-16	15-Sep-28

U.S. Patent Applications

Title	Patent Application No.	Filing Date
Eyewear with Removable Lenses	15/595,898	15-May-17
Eyewear Lens	29/604,076	15-May-17
Eyewear Frame	29/604,123	15-May-17
Eyewear Brow Bar	29/607,732	15-Jun-17
Eyewear	29/655,026	29-Jun-18
Eyewear Temple Bar	29/655,029	29-Jun-18
Eyewear	29/655,031	29-Jun-18
Eyewear Temple Bar	29/655,036	29-Jun-18
Eyewear	29/656,395	29-Jun-18
Eyewear Temple Bar	29/656,409	29-Jun-18
Eyewear	29/677,365	18-Jan-19
Eyewear Temple Bar	29/677,366	18-Jan-19
Eyewear Center	29/677,369	18-Jan-19

Non-U.S. Patent Registrations

Title	Country	Issue Date	Patent No.	Expiration Date
Eyewear	Canada	12-Aug-11	138244	21-Aug-21

Frame for Eyewear	Canada	8-Sep-11	138245	8-Sep-21
Goggles	China (People's Republic)	22-Jul-10	ZL 201030131956.8	29-Mar-20
Goggles	China (People's Republic)	22-Jul-10	ZL 201030131962.3	29-Mar-20
Eyewear	China (People's Republic)	6-Jul-11	ZL 201030673568.2	8-Dec-20
Eyewear Component	China (People's Republic)	5-Oct-11	ZL 201030673583.7	8-Dec-20
Goggles	China (People's Republic)	12-Apr-17	ZL 201630311159.5	8-Jul-26
Eyewear Lens	China (People's Republic)	4-May-18	ZL 201730556670.6	13-Nov-27
Eyewear Brow Bar	China (People's Republic)	8-May-18	ZL 201730556935.2	13-Nov-27
Goggles	European Community	27-Mar-06	000508767-0001	27-Mar-31
Goggles	European Community	8-Jan-10	001190938-0001	8-Jan-35
Goggles	European Community	8-Jan-10	001190938-0002	8-Jan-35
Eyewear	European Community	2-Dec-10	001250690-0001	2-Dec-35
Eyewear Component	European Community	2-Dec-10	001250690-0003	2-Dec-35
Eyewear Brow Bar	European Community	26-Jul-13	002259309-0001	20-Jun-38
Eyewear Brow Bar	European Community	26-Jul-13	002259309-0002	20-Jun-38
Goggles	European Community	31-Aug-16	003279017-0001	4-Jul-41
Goggles	European Community	31-Aug-16	003279017-0002	4-Jul-41
Goggles	European Community	31-Aug-16	003279017-0003	4-Jul-41
Goggles	European Community	31-Aug-16	003279017-0004	4-Jul-41

Eyewear Brow Bar	European Community	13-Nov-17	004504678-0001	13-Nov-42
Eyewear	European Community	20-Dec-17	004504678-0002	12-Nov-42
Eyewear	European Community	20-Dec-17	004504678-0003	13-Nov-42
Eyewear	European Community	20-Dec-17	004504678-0004	13-Nov-42
Eyewear Brow Bar	European Community	20-Dec-17	004504678-0005	13-Nov-42
Eyewear Brow Bar	European Community	20-Dec-17	004504678-0006	13-Nov-42
Eyewear	European Community	21-Dec-18	005942372-0001	21-Dec-43
Eyewear	European Community	21-Dec-18	005942372-0003	21-Dec-43
Eyewear	European Community	21-Dec-18	005942372-0005	21-Dec-43
Goggles	Norway	18-Aug-16	085270	8-Jul-41

Non-U.S. Patent Applications

Title	Country	Filing Date	Application No.
Eyewear	China (People's Republic)	28-Dec-18	201830765610.X
Eyewear	China (People's Republic)	28-Dec-18	2018307695608.2
Eyewear	China (People's Republic)	28-Dec-18	201830765618.6
Eyewear with Removable Lenses	PCT	15-May-18	PCT/US2018/032683
Eyewear	Taiwan	27-Dec-18	107307647
Eyewear Temple Bar	Taiwan	27-Dec-18	107307646
Eyewear	Taiwan	27-Dec-18	107307645
Eyewear Temple Bar	Taiwan	27-Dec-18	107307644
Eyewear	Taiwan	27-Dec-18	107307643
Eyewear Temple Bar	Taiwan	27-Dec-18	107307642

Patent Licenses

Title of License	Parties	Effective Date	Expiration Date
Burton MFI Facemask US 14/086440 & PCT/US2014/66847	Revision Military and The Burton Corporation	7/27/2015	Burton MFI Facemask US 14/086440 & PCT/US2014/66847

SCHEDULE 3
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Non-U.S. Copyright Registrations

Country	Title	Reg. No.	Reg. Date
China	Design of the Goggle	2017-F-00315267	2/17/2017