

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM840515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Savage Arms, Inc.		09/15/2023	Corporation: DELAWARE
Savage Range Systems, Inc.		09/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree Street NW, Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5397056	S	
Registration Number:	4698284	SAVAGE	
Registration Number:	4698285	SAVAGE ARMS	
Registration Number:	4924089	A17	
Registration Number:	4923999	A17	
Registration Number:	5147138	A22	
Registration Number:	5477123	ACCUFIT	
Registration Number:	4529437	ACCUSTOCK	
Registration Number:	4529443	ACCUTRIGGER	
Registration Number:	4477909	AXIS	
Registration Number:	5662081	BETTER COMES STANDARD	
Registration Number:	6081956	D.R.I.V.	
Registration Number:	0595060	FOX	
Registration Number:	6623109	HEXLOCK	
Registration Number:	6390687	IMPULSE	
Registration Number:	5546686	MSR	
Registration Number:	6024767	RENEGAUGE	
Registration Number:	0100629	SAVAGE QUALITY	

OP \$540.00 5397056

Property Type	Number	Word Mark
Registration Number:	6017035	SAVAGE RANGE SYSTEMS
Registration Number:	6748218	STANCE
Registration Number:	0091391	STEVENS

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, francesca.ferrara@hklaw.com

Correspondent Name: Holland & Knight, LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	09/19/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of September, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) in favor of **REGIONS BANK**, an Alabama bank, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Credit Parties have requested that the Agents and Lenders establish a revolving loan facility and a term loan facility in favor of Borrowers, that the Swingline Lender establish a swingline loan sub-facility, and that the Issuing Bank establish a letter of credit sub-facility in favor of Borrowers, all pursuant to that certain Credit Agreement dated of even date herewith among the Credit Parties, the Lenders party thereto and the Agents (as now or at any time hereafter amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”).

WHEREAS, the Agents and Lenders are unwilling to provide such revolving credit facility and term loan facility, the Swingline Lender is unwilling to provide such swingline loan sub-facility, and the Issuing Bank is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantors enter into that certain Security Agreement dated of even date herewith between U.S. Credit Parties and the Collateral Agent (as now or at any time hereafter amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”).

WHEREAS, the Agents and Lenders are unwilling to provide such revolving credit facility and term loan facility, the Swingline Lender is unwilling to provide such swingline loan sub-facility, and the Issuing Bank is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantors enter into this Trademark Security Agreement in order, among other purposes, to evidence their grant to the Collateral Agent, for the benefit of Secured Parties, of a Lien in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein (including in the preamble and recitals hereto) have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement. In addition thereto, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions

thereof, (d) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (e) all of each Grantor's rights corresponding thereto throughout the world.

"Intellectual Property Licenses" means, with respect to each Grantor, (a) any licenses or other similar rights provided to each Grantor in or with respect to Trademarks owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by such Grantor, in each case, including (i) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses) and (ii) the right to use, to the extent permissible under such license or grant of rights, any of the licenses or other similar rights described in this definition in connection with the enforcement of the Secured Parties' rights under the Credit Documents.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the full and final payment and performance of all Obligations, a continuing security interest for the duration of the Security Agreement (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Collateral. For the avoidance of doubt, the Trademark Collateral shall not include the intent-to-use trademark applications referred to on Schedule I until the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1060(a) (or any successor provision), such "intent-to-use" trademark application.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the full and final payment and performance of all Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not

allowable due to the existence of any proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Miscellaneous. All terms of Section 11 of the Credit Agreement, as such Section 11 is in effect on the Closing Date, and as it may be modified or amended from time to time hereafter in accordance with Section 11.4 thereof, are herewith incorporated by reference into this Trademark Security Agreement and made an integral part hereof, as fully and completely as if set forth verbatim herein, with specific respect to this Trademark Security Agreement, such that each reference therein to "this Agreement" (and words of similar import) in said Section 11 shall mean and refer, for purposes hereof, to this Trademark Security Agreement, *mutatis mutandis*.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SAVAGE ARMS, INC.

By: 

Name: David Piacentini

Title: Chief Financial Officer and Secretary

SAVAGE RANGE SYSTEMS, INC.

By: 

Name: David Piacentini

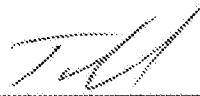
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK, an Alabama bank






By: _____

Name: Thomas Buda



Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owners	Country	Mark	Application/ Registration No.	App/Reg Date
Savage Arms, Inc.	USA	S DESIGN 	5397056	02/06/2018
Savage Arms, Inc.	United States of America		90860637 (Application; Intent to Use)	08/02/2021
Savage Arms, Inc.	United States of America		90977983 (Application; Intent to Use)	08/02/2021
Savage Arms, Inc.	United States of America		97669568 (Application; Intent to Use)	11/09/2022
Savage Arms, Inc.	United States of America	SAVAGE SAVAGE	4698284	03/10/2015
Savage Arms, Inc.	United States of America	SAVAGE ARMS SAVAGE ARMS	4698285	03/10/2015
Savage Arms, Inc.	USA	A17 	4924089	03/22/2016
Savage Arms, Inc.	USA	A17	4923999	03/22/2016

				
Savage Arms, Inc.	USA	A22 A22	5147138	02/21/2017
Savage Arms, Inc.	USA	ACCUFIT ACCUFIT	5477123	05/22/2018
Savage Arms, Inc.	USA	ACCUSTOCK AccuStock	4529437	05/13/2014
Savage Arms, Inc.	USA	ACCUTRIGGER AccuTrigger	4529443	05/13/2014
Savage Arms, Inc.	USA	AXIS AXIS	4477909	02/04/2014
Savage Arms, Inc.	USA	BETTER COMES STANDARD BETTER COMES STANDARD	5662081	01/22/2019
Savage Arms, Inc.	USA	D.R.I.V. D.R.I.V.	6081956	06/16/2020
Savage Arms, Inc.	USA	FOX (Stylized) FOX	0595060	09/14/1954
Savage Arms, Inc.	USA	HEXLOCK HEXLOCK	6623109	01/18/2022
Savage Arms, Inc.	USA	IMPULSE IMPULSE	6390687	06/15/2021
Savage Arms, Inc.	USA	MSR and Design 	5546686	08/21/2018
Savage Arms, Inc.	USA	RENEGAUGE RENEGAUGE	6024767	03/21/2020
Savage Arms, Inc.	USA	REVEL	90777635 (Application; Intent to Use)	06/16/2021
Savage Arms, Inc.	USA	S STEVENS and Design	97840864 (Application; Intent to Use)	03/15/2023

				
Savage Arms, Inc.	USA	SAVAGE QUALITY and Design 	0100629	10/20/1914
Savage Range Systems, Inc.	USA	SAVAGE RANGE SYSTEMS <small>SAVAGE RANGE SYSTEMS</small>	6017035	03/24/2020
Savage Arms, Inc.	USA	STANCE STANCE	6748218	05/31/2022
Savage Arms, Inc.	USA	STEVENS (Stylized) STEVENS	0091391	04/29/1913
Savage Arms, Inc.	USA	XVR	90777632 (Application; Intent to Use)	06/16/2021