

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weatherby, Inc.		06/29/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	688539	WEATHERBY
Registration Number:	922158	VANGUARD
Registration Number:	710119	MARK V
Registration Number:	1207143	LAZERMARK
Registration Number:	1269145	ORION
Registration Number:	1269146	ATHENA
Registration Number:	1280670	FIBERMARK
Registration Number:	794650	VARMINTMASTER
Registration Number:	810346	MARK XXII
Registration Number:	2015579	ACCUMARK

CORRESPONDENCE DATA

Fax Number: (800)680-9592
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-315-8200

CH \$265.00 688539

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Correspondent Name: McGuireWoods LLP
Address Line 1: 1800 Century Park East, 8th Floor
Address Line 2: Kirt J. Peterson, Esq.
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	440462
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/02/2009

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated as of June 29, 2009, by and between WEATHERBY, INC., a California corporation (“**Grantor**”), and BANK OF AMERICA, N.A. (“**Lender**”), in connection with the Loan Agreement described below.

RECITALS:

WHEREAS, Grantor is indebted to Lender and Secured Parties pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”); and

WHEREAS, the parties wish to provide for the terms and conditions upon which the Obligations shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (defined below) and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor by Lender and Secured Parties.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. **Definitions.** Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set forth below:

Marks: any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

Secured Obligations: any and all of Grantor’s indebtedness and/or liabilities to Lender and Secured Parties of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising including all “Obligations” (as defined in the Loan Agreement).

Trademark License: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

Trademarks: means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all

means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms “including” and “include” shall mean “including, without limitation” and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; or (f) unless otherwise specified herein, discretion of Lender means the sole and absolute discretion of Lender. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Lender or any other Secured Party hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

SECTION 2. TRADEMARK COLLATERAL

2.1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Lender, for the benefit of Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

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

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2. Intent-to-Use Applications. Notwithstanding anything to the contrary set forth in Section 2.1 above, or in the Loan Agreement or any other Loan Document, the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

2.3. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Lender with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this Section 2.4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I. Lender will promptly provide copies of such amended Schedule I to Grantor; *provided* that Lender's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective.

SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Lender in, any of the Trademark Collateral, Grantor shall, until Full Payment of all the Obligations (a) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Trademark or Trademark License set forth in Schedule I or otherwise, in each case as may be necessary for the operation of Grantor's business, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Lender in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral, except for such items as are no longer useful or necessary for the operation of Grantor's business. Grantor further agrees to retain experienced trademark attorneys (selected by Grantor in exercise of its reasonable business judgment) for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Lender in, any of the Trademark Collateral, Grantor shall not, without Lender's prior written consent (to be given or withheld in Lender's discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I, except for such items as are no longer useful or necessary for the operation of Grantor's business. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Lender under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Except as would not have a material adverse effect on the value or enforceability of, or any right of Grantor or Secured Parties in, any of the Trademark Collateral, Grantor shall, until Full Payment of all the Obligations (a) protect, defend and maintain the validity and enforceability of all current and future Trademarks, except for such items as are no longer useful or

necessary for the operation of Grantor's business, (b) take such efforts as Grantor determines to be necessary in accordance with the Ordinary Course of Business to detect material infringements of such Trademarks and promptly advise Lender in writing of material infringements of the Trademarks detected by Grantor and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public, except for such items as are no longer useful or necessary for the operation of Grantor's business. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Lender, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that is reasonably likely to impair Lender's interest in the Trademark Collateral or Lender's ability to enforce or realize upon the Trademark Collateral. At Grantor's sole expense, Lender shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of Grantor or Lender in, the Trademark Collateral must be approved, in writing, by Lender, whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance of the Trademark Collateral shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Lender shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Lender in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Lender in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

SECTION 4. MISCELLANEOUS

4.1. Termination. Upon Full Payment of the Obligations by Grantor, the security interests created by this Agreement shall concurrently terminate and Secured Parties shall promptly execute and deliver to Grantor, at Grantor's expense, such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Parties hereunder, including cancellation of this Agreement by written notice from Secured Parties to the United States Patent and Trademark Office and any applicable state office or department as well as executing any and all documents required to be filed in the United States Patent and Trademark Office evidencing termination of such security interests.

4.2. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of California. To the extent not prohibited by applicable law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend,

interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Sections 12.13 and 12.14 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

WEATHERBY, INC.,
a California corporation

By: 

Name: Roy E. Weatherby, Jr.

Title: President

LENDER:

BANK OF AMERICA, N.A.

By: 

Name: Stephen J. King

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Country of Registration	Owner	Federal Registration No.	Registration Date
WEATHERBY	United States	Weatherby, Inc.	688,539	11/24/59
WEATHERBY	New Zealand	Weatherby, Inc.	96,849	5/11/1971
WEATHERBY	Japan	Weatherby, Inc.	682,849	8/3/1965
VANGUARD	United States	Weatherby, Inc.	922,158	10/19/71
MARK V	United States	Weatherby, Inc.	710,119	1/24/61
LAZERMARK	United States	Weatherby, Inc.	1,207,143	9/07/82
ORION	United States	Weatherby, Inc.	1,269,145	3/06/84
ATHENA	United States	Weatherby, Inc.	1,269,146	3/06/84
FIBERMARK	United States	Weatherby, Inc.	1,280,670	6/05/84
VARMINTMASTER	United States	Weatherby, Inc.	794,650	8/24/65
MARK XXII	United States	Weatherby, Inc.	810,346	6/28/66
ACCUMARK	United States	Weatherby, Inc.	2,015,579	11/12/96

TRADEMARK LICENSES

Licensor	Description of License	Term of License	Royalties Payable
John R. Jamison	a nonexclusive license to manufacture, have manufactured for it, use, sell offer to sell and import firearms covered by one or more unexpired claims of U.S. Patent No. 6,550,174, entitled Short-Action Firearm for High-Power Firearm Cartridge, and owned by Mr. John R. Jamison	Expires 3/17/17	3% of the invoiced price for Licensed Products (as defined in License Agreement)

Schedule I

\\WEATHERBY: Trademark Security Agreement #9143693 (v.4).doc

RECORDED: 07/02/2009

TRADEMARK
REEL: 004016 FRAME: 0707