

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW ARCHERY PRODUCTS, LLC		08/03/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as administrative agent		
<b>Street Address:</b>	300 First Stamford Place		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Banking Corpoation: IRELAND		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4268937	NAP	
Registration Number:	2908331	NEW ARCHERY PRODUCTS	
Registration Number:	978982	FLIPPER REST	
Registration Number:	1270083	THUNDERHEAD	
Registration Number:	1418482	TROPHY TIP	
Registration Number:	1416134	SLIMLINE	
Registration Number:	1893696	QUIKTUNE	
Registration Number:	2081020	SPITFIRE	
Registration Number:	2369403	DIAMIZE	
Registration Number:	2512875	SHOCKWAVE	
Registration Number:	2979572	NITRON	
Registration Number:	3225800	KILLZONE	
Registration Number:	3436986	HELLRAZOR	
Registration Number:	3436988	THUNDERBALL	
Registration Number:	3441650	QUIKTUNE FLIPPER	
Registration Number:	3437119	QUIKTUNE SIZZOR	
Registration Number:	3628046	TRIVEX	
Registration Number:	3861461	BLOODRUNNER	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3797235	SPITFIRE MAXX
Registration Number:	4139689	NEW ARCHERY NATION
Registration Number:	4251059	BIG NASTY
Registration Number:	4325488	EDGE
Registration Number:	4423862	APACHE
Registration Number:	4522808	
Registration Number:	2984155	QUIKSPIN
Registration Number:	3489565	QUIKFLETCH
Registration Number:	4700992	SPEEDFLETCH
Registration Number:	5233748	DOUBLECROSS
Registration Number:	4937596	OWN THE NIGHT
Registration Number:	5219750	SPITFIRE DOUBLECROSS
Serial Number:	87854135	MANTIS BLINDS
Serial Number:	87527431	MANTIS
Serial Number:	87530440	CENTEREST
Serial Number:	87654148	SWINGFIRE
Serial Number:	87510537	WICKED INTENT
Serial Number:	87163520	APACHE CROSSFIRE
Serial Number:	87163483	CROSSFIRE
Serial Number:	87203798	QUIKSPIN HELLFIRE
Serial Number:	87717164	3D PRO
Serial Number:	87654203	STRUT STOPPER
Serial Number:	87654174	SNAPSHOT
Serial Number:	87237575	THUNDERHEAD NITRO

**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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Alexandra S. Gecas  
**Address Line 1:** 35 W. Wacker Drive  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

<b>ATTORNEY DOCKET NUMBER:</b>	086703.129
<b>NAME OF SUBMITTER:</b>	Alexandra S. Gecas
<b>SIGNATURE:</b>	/Alexandra S. Gecas by trademarkny/
<b>DATE SIGNED:</b>	08/03/2018

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of August 3, 2018 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, GSM ACQUISITION HOLDCO, CORP., a Delaware corporation (“Holdings”), GSM ACQUISITION BUYER, INC., a Delaware corporation (the “Initial Borrower”), immediately upon consummation of the Holdco Merger (as defined in the Credit Agreement defined below), GSM INVESTMENT, INC., a Delaware corporation, immediately upon consummation of the Opcor Merger (as defined in the Credit Agreement defined below), GSM HOLDINGS, INC., a Delaware corporation (the “Company”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2018 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEW ARCHERY PRODUCTS, LLC,  
as Initial Grantor

By: Owen M Basham  
Name: Owen M. Basham  
Title: Vice President and Assistant  
Secretary


THE GOVERNOR AND COMPANY OF THE BANK  
OF IRELAND,  
as Agent

By:   
Name: Mike Gebicki  
Title: Managing Director

By:   
Name: Ricardo Nunes  
Title: Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
NAP	4,268,937	January 1, 2013	Registered
New Archery Products	2,908,331	December 7, 2004	Registered
FLIPPER REST	978,982	February 19, 1974	Registered
THUNDERHEAD	1,270,083	March 13, 1984	Registered
TROPHY TIP	1,418,482	November 25, 1986	Registered
SLIMLINE	1,416,134	November 4, 1986	Registered
QUIKTUNE	1,893,696	May 9, 1995	Registered
SPITFIRE	2,081,020	July 22, 1997	Registered
DIAMIZE	2,369,403	July 18, 2000	Registered
SHOCKWAVE	2,512,875	November 27, 2001	Registered
NITRON	2,979,572	July 26, 2005	Registered
KILLZONE	3,225,800	April 3, 2007	Registered
HELLRAZOR	3,436,986	May 27, 2008	Registered
THUNDERBALL	3,436,988	May 27, 2008	Registered
QUIKTUNE FLIPPER	3,441,650	June 3, 2008	Registered; <b>Aff. of Use due 12/3/18</b>
QUIKTUNE SIZZOR	3,437,119	May 27, 2008	Registered
TRIVEX	3,628,046	May 26, 2009	Registered
BLOODRUNNER	3,861,461	October 12, 2010	Registered
SPITFIRE MAXX	3,797,235	June 1, 2010	Registered
NEW ARCHERY NATION	4,139,689	May 8, 2012	Registered
BIG NASTY	4,251,059	May 27, 2012	Registered
EDGE	4,325,488	April 23, 2013	Registered
APACHE	4,423,862	October 29, 2013	Registered
	4,522,808	April 29, 2014	Registered
QUIKSPIN	2,984,155	August 9, 2005	Registered
QUIKFLETCH	3,489,565	August 19, 2008	Registered; <b>Renewal due 08/19/18</b>
SPEEDFLETCH	4,700,992	April 22, 2014	Registered
DOUBLECROSS	5,233,748	June 27, 2017	Registered
OWN THE NIGHT	4937596	April 12, 2016	Registered
SPITFIRE DOUBLECROSS	5,219,750	June 6, 2017	Registered
MANTIS BLINDS 	87/854,135		Pending Application
MANTIS	87/527,431		Allowed
CENTEREST	87/530,440		Allowed
SWINGFIRE	87/654,148		Allowed
WICKED INTENT	87/510,537		Pending application
APACHE CROSSFIRE	87/163,520		Allowed
CROSSFIRE	87/163,483		Allowed
QUIKSPIN HELLFIRE	87/203,798		Allowed



3D PRO	87/717,164		Pending application
STRUT STOPPER	87/654,203		Pending application
SNAPSHOT	87/654,174		Pending application
THUNDERHEAD NITRO	87/237,575		Pending application