TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM538611

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TDJ Incorporated		08/23/2019	Corporation: UTAH

RECEIVING PARTY DATA

Name:	CAI Debt Investor, LLC		
Street Address:	4001 Maple Avenue, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark		
Registration Number:	5091530	AEROGRADE		
Registration Number:	4382906	CHRISTENSEN		
Registration Number:	4357357	CHRISTENSEN		
Registration Number:	4969195	LTM TRIGGER		
Registration Number:	5801158	MODERN PRECISION RIFLE		
Registration Number:	5807557	M		
Registration Number:	5082561	SUMMIT		
Registration Number:	5078306	TFM		
Serial Number:	88268800	TRAVERSE		
Serial Number:	88365503	CHRISTENSEN ARMS		
Serial Number:	88365446	CHRISTENSEN ARMS		
Serial Number:	88365479			

CORRESPONDENCE DATA

900512989

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

TRADEMARK

REEL: 006731 FRAME: 0913

OP \$315.00 5091530

Address Line 2: Address Line 4:	Norton Rose Fulbright US LLP Dallas, TEXAS 75201-7932	
ATTORNEY DOCKET NUMBER:		1001079859
NAME OF SUBMITTER:		Chris R. Andersen
SIGNATURE:		/Chris R. Andersen/
DATE SIGNED:		08/28/2019

Total Attachments: 17 source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page1.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page2.tif source=TRT Christensen Arms - Executed IP Security Agreement (8.23.19)#page3.tif source=TRT Christensen Arms - Executed IP Security Agreement (8.23.19)#page4.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page5.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page6.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page7.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page8.tif source=TRT Christensen Arms - Executed IP Security Agreement (8.23.19)#page9.tif source=TRT Christensen Arms - Executed IP Security Agreement (8.23.19)#page10.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page11.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page12.tif source=TRT Christensen Arms - Executed IP Security Agreement (8.23.19)#page13.tif source=TRT Christensen Arms - Executed IP Security Agreement (8.23.19)#page14.tif source=TRT_Christensen Arms - Executed IP Security Agreement (8.23.19)#page15.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made as of August 23, 2019, by each of the signatories party hereto (together with each Person who becomes a party hereto pursuant to **Section 8.9** of the Loan Agreement and any of their respective permitted successors and assigns, collectively the "Grantors" and each a "Grantor"), for the benefit of CAI Debt Investor, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacity, together with any successor Agent under the Loan Agreement, "Secured Party") for itself and the other Lenders (defined below).

RECITALS:

WHEREAS, TDJ Buyer, LLC, a Delaware limited liability company (the "Borrower"), each of the Borrower's Subsidiaries, current and future from time to time party thereto, TDJ Parent, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the "Lenders"), and Secured Party, as administrative agent and collateral agent for itself and the other Lenders, have entered into that certain Loan Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the Lenders' execution and delivery of the Loan Agreement and their agreement to extend credit to Borrower pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Defined Terms</u>. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Borrower is defined in the introductory paragraph hereto.

Collateral has the meaning assigned to it in *Section 2* of this Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A attached hereto.

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Copyright License means any agreement material to the operation of any Grantor's businesses, whether written or oral, providing for the grant by or to such Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any works referred to in Schedule A attached hereto.

Intellectual Property means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and Other Proprietary Property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and/or referred to in Schedules A, B, and C attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in **Schedule B** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in **Schedule B** attached hereto.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in

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favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable to any Grantor or received or receivable by any Grantor under or in connection with any of the Collateral.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of any Grantor, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Schedule C** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, all such rights referred to in **Schedule C** attached hereto.

UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

- 2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns to Secured Party for the ratable benefit of Secured Party and the Lenders, and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property 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, including but not limited to all Intellectual Property referred to Schedules A, B, and C attached hereto and all Proceeds and products of any and all of the Intellectual Property (collectively, the "Collateral"). Notwithstanding anything herein to the contrary, in the event shall "Collateral" include, and no Grantor shall be deemed to have granted a security interest in Excluded Property.
- 3. <u>Representations and Warranties Concerning the Intellectual Property</u>. Each Grantor represents and warrants as of the Closing Date, as of each other Loan Date and as of each other date required under any Loan Document, that:
 - (a) **Schedule A** attached hereto includes all registered Copyrights and applications therefor, **Schedule B** attached hereto includes all granted Patents and applications therefor, and **Schedule C** attached hereto includes all registered Trademarks and applications therefor, in each case, owned by such Grantor in its own name or as to

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which such Grantor has any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

- (b) All licenses, franchise agreements and other agreements conveying rights in and to the Collateral of such Grantor are in full force and effect. Such Grantor is not in default under any such agreement, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.
- (c) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.
- (d) Such Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.
- (e) Such Grantor has no knowledge of any infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.
- **4.** <u>Covenants.</u> Each Grantor covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:
 - (a) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement.
 - (b) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do, except as permitted by the Loan Agreement.
 - (c) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, any Collateral, so long as such Lien or claim could reasonably be expected to result in a Material Adverse Event, and (ii) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Event on the aggregate value of the Collateral or on the Liens created hereunder.

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(d)

- Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to such Grantor in its ordinary course of business, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it in its ordinary course of business, (C) use commercially reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.
- (ii) Such Grantor will not, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it in its ordinary course of business, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it in its ordinary course of business, such Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of such Grantor.
- (iii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright, except with respect to any Patent, Trademark or Copyright that such Grantor shall reasonably determine is of immaterial economic value to it, may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any applicable court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.
- (iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within seven (7) Business Days (or such later

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date in Secured Party's discretion) after the last day of the fiscal quarter in which such filing occurs. Upon the request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such upon the occurrence and continuance of a Default, Grantor hereby appoints Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and no Term Loan Commitment or Revolving Loan Commitment remains outstanding.

- (v) Such Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it, will take all reasonably necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, in each case when appropriate.
- (vi) In the event such Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to such Grantor which determination such Grantor shall promptly report to Secured Party, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Collateral.
- (vii) If reasonably requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventories identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement and not identified on *Schedules A*, *B*, and *C* attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.
- (e) Such Grantor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within the time periods set forth in the Loan Agreement,

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of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Agreement, will become a party to, and will be bound by all the terms of, this Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

- (a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation of a Default, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing and during the occurrence, adding the continuation of an Event of Default, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:
 - (i) at any time when any Default shall have occurred and is continuing in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;
 - (ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and
 - (iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or

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proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Security Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

- (b) Each Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in <u>Section 8</u> hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.
- (c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES) or failure to comply with mandatory provisions of applicable law.
- 6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.
- 7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b)

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any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 3.3 of the Loan Agreement.

- **8.** Remedies Upon Default. Upon the occurrence of a Default, Secured Party may pursue any or all of the remedies set forth in the Security Agreement.
- 9. <u>Limitation on Duties Regarding Preservation of Collateral</u>. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.
- 10. <u>Powers Coupled with an Interest</u>. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.
- 11. <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 12. <u>Section Headings</u>. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
- 13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.
- **Maivers and Amendments; Successors and Assigns; Interpretation.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the

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benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

- **15.** <u>Notices.</u> Any and all notices, elections or demands permitted or required to be made under this Agreement shall be made in accordance with the Loan Agreement.
- 16. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties to this Agreement 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. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.
- 17. <u>Incorporation of Loan Agreement Provisions</u>. Sections 14.5 (Governing Law), 14.15 (Jury Waiver) and 14.16 (Venue and Service of Process) of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.
- 18. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF DEBTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

[Signatures Appear on Following Page]

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

TDJ BUYER, LLC,

a Delaware limited liability company

Ву:___

Name: Brook M. Smith

Title: Vice President, Treasurer, and Secretary

TDJ PARENT, LLC,

a Delaware limited liability company

By:

Name: Brook M. Smith

Title: Vice President, Treasurer, and Secretary

SECURED PARTY:

CAI DEBT INVESTOR, LLC

a Delaware limited liability company as Agent

By

Namê: Paul/

Title: Vice President and Secretary

SCHEDULE A

Copyrights and Copyright Applications

None.

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Schedule A

SCHEDULE B

Patents and Patent Applications

Application No	Patent No.	Filed	Title	Status
12720233	8196570	Mar 9, 2010	Bow Utilizing Arcuate Compression Members To Store Energy	Patented
12/985,040	8,677,670	Jan 5, 2011	Segmented Composite Barrel For Weapon	Patented
13/226,231	8,522,467	Sept 6, 2011	Composite Hand Guard With Integral Rail	Patented
14335628	9239197	July 18, 2014	Composite Ammunition Magazine For Firearm	Patented
14020141	8985006	Sept 6, 2013	Trigger Assembly	Patented
PCT/US2011/020330		Jan 6, 2011	Segmented Composite Barrel For Weapon	Completed
WO9722843 US1996/020304	AT274179 (T) AU1743197 (A) EP0862721 (A1) EP0862721 (A4) EP0862721 (B1)	June 26, 1997	Improved Composite/Metallic Gun Barrel	
WO20111466144		Nov. 24, 2011	Segmented Composite Barrel for Weapon	No national phase application
08/113,714	5,435,869	Aug. 27, 1990	Method for manufacturing a composite crank arm	
11/097,410	7,547,371	March 31, 2005	Composite Architectural Column	

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Schedule B

SCHEDULE C

Trademarks and Trademark Applications

Country	Trademark	Status	Registration/ App. No.	Registration Date
US	CHRISTENSEN ARMS	Application / Allowed	88365503 (application)	01-Apr-2019 (filing date)
US	CHRISTENSEN ARMS & Design CHRISTENSEN ARMS	Application / Published	88365446 (application)	01-Apr-2019 (filing date)
US	Design	Application / Published	88365479 (application)	01-Apr-2019 (filing date)
US	AEROGRADE	Registered	5091530	29-Nov-2016
US	CHRISTENSEN	Registered	4382906	13-Aug-2013
US	CHRISTENSEN (and Design)	Registered	4357357	25-Jun-2013
US	LTM TRIGGER	Registered	4969195	31-May-2016
US	MODERN PRECISION RIFLE	Registered	5801158	9-Jul-2019
US	MODERN PRECISION RIFLE Logo (M Stylized)	Registered	5807557	16-Jul-2017
US	SUMMIT	Registered	5082561	15-Nov-2016

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Schedule C

Country	Trademark	Status	Registration/ App. No.	Registration Date
US	TFM	Registered	5078306	8-Nov-2016
US	TRAVERSE	Application / Allowed	88268800 (application)	20-Jan-2019 (filing date)
SA	CHRISTENSEN	Registered	2012/27921	15-Oct-2012
SA	CHRISTENSEN (and Design)	Registered	2012/27922	15-Oct-2012
AU	CHRISTENSEN	Registered	1521048	19-Oct-2012
AU	CHRISTENSEN (and Design)	Registered	1521045	19-Oct-2012
EU	CHRISTENSEN	Registered	11265402	14-Mar-2013
EU	CHRISTENSEN (and Design)	Registered	11265501	14-Mar-2013
NZ	CHRISTENSEN	Registered	967160	16-Apr-2013
NZ	CHRISTENSEN (and Design)	Registered	967165	16-Apr-2013
Switz.	CHRISTENSEN	Registered	642796	25-Apr-2013

Country	Trademark	Status	Registration/ App. No.	Registration Date
Switz.	CHRISTENSEN (and Design)	Registered	642870	25-Apr-2013
	CHRISTENSEN			
CA	CHRISTENSEN (and Design)	Registered	TMA881630	9-Jul-2013
	CHMISTENSEN			

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RECORDED: 08/28/2019