

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuietKat, Inc.		08/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4471329	QUIETKAT	
Registration Number:	6244254	QUIETKAT	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	08/20/2021		
Total Attachments: 6			
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated as of August 20, 2021, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of Capital One, National Association, as Administrative Agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement and not otherwise defined in this IP Security Agreement Supplement are used herein as defined in the Credit Agreement or the Security Agreement, respectively.

WHEREAS, Vista Outdoor Inc., a Delaware corporation (the “*Parent Borrower*”), has entered into that certain Asset-Based Revolving Credit Agreement dated as of March 31, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Parent Borrower, the Additional Borrowers from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto, and Capital One, National Association, as Administrative Agent (the “*Administrative Agent*”).

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered (i) that certain ABL Security Agreement dated as of March 31, 2021, made by the Parent Borrower and any other Grantors from time to time party thereto in favor of the Administrative Agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and (ii) that certain Intellectual Property Security Agreement dated as of March 31, 2021, made by the Grantor and the other Additional Grantors party thereto in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the IP Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other U.S. governmental authorities.

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

1. Grant of Security. Each Grantor hereby grants, collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest in all of such Grantor’s right, title and interest in and to the following, other than any Excluded Assets (the “*Additional Collateral*”):

(a) the patents and patent applications set forth on Schedule A hereto (the “*Patents*”);

(b) the trademark and service mark registrations and applications set forth on Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth on Schedule C hereto (the “*Copyrights*”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

2. Supplement to IP Security Agreement. Schedules A, B and C to the IP Security Agreement are, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

3. Security for Secured Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations now or hereafter existing, 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.

4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and Trademarks and any other applicable U.S. government officer record this IP Security Agreement.

5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional 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.

6. Governing Law. This IP Security Agreement Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement Supplement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

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

QUIETKAT, INC.

By: S.S. Priyadarshi

Name: Sudhanshu Priyadarshi

Title: Chairman and Chief Financial Officer

**Schedule A to the
IP Security Agreement Supplement**

Patents

None.

**Schedule B to the
IP Security Agreement Supplement**

Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
QuietKat, Inc.	QuietKat	US		4,471, 329	N/A	October 6, 2011	January 21, 2014
QuietKat, Inc.	QUIETKAT	US		6,244, 254	N/A	June 15, 2020	January 12, 2021
QuietKat, Inc.	QUIETKAT	PRC		52,277 ,268	N/A	Decemb er 18, 2020	May 20, 2021

**Schedule C to the
IP Security Agreement Supplement**

Copyrights

None.