

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMMS FISHING PRODUCTS LLC		11/23/2022	Limited Liability Company: 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: 57			
Property Type	Number	Word Mark	
Registration Number:	5228657	BUGSTOPPER	
Serial Number:	88221093	DOCKWEAR	
Registration Number:	6382018	DOCKWEAR	
Registration Number:	5233234	DOWNSTREAM	
Registration Number:	3136893	DRY CREEK	
Registration Number:	2695985	EXSTREAM	
Registration Number:	4339092	EXSTREAM	
Registration Number:	5381973	EXSTREAM	
Registration Number:	5765416	EXSTREAM	
Registration Number:	6357664	FISH IT WELL	
Registration Number:	6396974	FLYWEIGHT	
Registration Number:	5916935	FLYWEIGHT	
Registration Number:	6735807	FLYWEIGHT	
Registration Number:	2032369	FREESTONE	
Registration Number:	2656814	FREESTONE	
Registration Number:	3064242	FREESTONE	
Registration Number:	4171986	FREESTONE	
Registration Number:	3319347	G3	
Registration Number:	5302156	G4 PRO	

CH \$1440.00 5228657

Property Type	Number	Word Mark
Registration Number:	3535042	G4 PRO
Registration Number:	5210695	G4 PRO
Registration Number:	4334844	G4Z
Registration Number:	3535043	HEADWATERS
Registration Number:	5361545	HEADWATERS
Registration Number:	5416837	HEADWATERS
Serial Number:	90669898	HENRY'S FORK
Registration Number:	5350941	INTRUDER
Registration Number:	4983628	RIGHT ANGLE
Registration Number:	3142049	RIVERTEK
Registration Number:	1778709	SIMMS
Registration Number:	3398453	SIMMS
Registration Number:	4401314	SIMMS
Registration Number:	4333907	SIMMS
Registration Number:	5615603	SIMMS
Registration Number:	6240087	SIMMS
Registration Number:	5708530	SIMMS
Registration Number:	3290471	SIMMS
Registration Number:	4401315	SIMMS
Registration Number:	4333908	SIMMS
Registration Number:	3419392	SIMMSFISHING.COM
Registration Number:	3535044	SOLARFLEX
Serial Number:	90669896	SOLARFLEX GUIDE
Serial Number:	97100916	SOLARVENT
Serial Number:	97100922	SOLARVENT
Registration Number:	6024621	TRIBUTARY
Registration Number:	5067749	UNITED WE FISH
Registration Number:	5121228	VAPOR ELITE
Registration Number:	4516478	VAPORTREAD
Serial Number:	90678144	VERSANT
Registration Number:	2399803	WADERWICK
Registration Number:	3080772	
Registration Number:	2965159	
Registration Number:	3767315	
Registration Number:	4296571	
Registration Number:	3723746	
Serial Number:	97380518	CONFLUENCE
Serial Number:	88958036	EXSTREAM

CORRESPONDENCE DATA**Fax Number:** 6179518736*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:** 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:	11/23/2022

Total Attachments: 11

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of November 23, 2022, is made by the undersigned (the “*Grantor*”) in favor of Capital One, National Association, as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) or the Security Agreement (as defined below) and not otherwise defined in this IP Security Agreement 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 (i) the Amended and Restated Asset-Based Revolving Credit Agreement, dated as of August 5, 2022 (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*”), and (ii) the Amended and Restated ABL Security Agreement dated as of August 5, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) 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.

WHEREAS, under the terms of the Security Agreement, the Grantor shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and shall agree as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other 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. The 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 the Grantor’s right, title and interest in and to the following, other than any Excluded Assets (the “*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 the 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 the Grantor accruing thereunder or pertaining thereto;

(e) 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 Collateral of or arising from any of the foregoing.

2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement 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.

3. Recordation. The 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.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

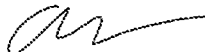
5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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 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 and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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

SIMMS FISHING PRODUCTS LLC,
a Delaware Limited Liability Company

By: 
Name: Andrew Keegan
Title: Chief Financial Officer

[Signature Page to Simms ABL Intellectual Property Security Agreement]

TRADEMARK
REEL: 007901 FRAME: 0343

**Schedule A to the
IP Security Agreement**

Patents


	Grantor	Patent Titles	Country / Filing Office	Applic. No.	Patent No.	Filing Date	Issue Date
1.	SIMMS FISHING PRODUCTS LLC	Foot-covering component of a stocking foot wader including gravel guard and method for manufacturing	US	11/277,504	7434269	3/26/2006	10/14/2008
2.	SIMMS FISHING PRODUCTS LLC	Foot-covering component of a stocking foot wader including gravel guard and method for manufacturing	US	11/277,505	7328459	3/26/2006	2/12/2008
3.	SIMMS FISHING PRODUCTS LLC	Foot-covering component of a stocking foot wader including gravel guard and method for manufacturing	US	10/637,264	7073203	8/8/2003	7/11/2006
4.	SIMMS FISHING PRODUCTS LLC	Garment With Hydrophobic Forearms	US	10/936,334	7310824	9/8/2004	12/25/2007
5.	SIMMS FISHING PRODUCTS LLC	Garment With Combined Hood and Neck Gaiter	US	29/600,022	D843689	4/9/2017	3/26/2019
6.	SIMMS FISHING PRODUCTS LLC	Suspender Strap Buckle With Tool Dock	US	29/600,621	D856189	4/13/2017	8/13/2019
7.	SIMMS FISHING PRODUCTS LLC	Bootie Portion of a Stockingfoot Wader	US	29/646,349	D910305	5/3/2018	2/16/2021
8.	SIMMS FISHING PRODUCTS LLC	Women's Zippered Wader	US	29/662,080	D870420	8/31/2018	12/24/2019
9.	SIMMS FISHING PRODUCTS LLC	Women's Zippered Wader	US	16/225,573	10827785	12/19/2018	11/10/2020

	Grantor	Patent Titles	Country / Filing Office	Applic. No.	Patent No.	Filing Date	Issue Date
10.	SIMMS FISHING PRODUCTS LLC	Fishing Wader With Breathable Stocking Foot Bootie	US	16/699,604	11324263	11/30/2019	5/10/2022
11.	SIMMS FISHING PRODUCTS LLC	Stockingfoot Wader	US	16/016,633	10897932	6/24/2018	1/26/2021


**Schedule B to the
IP Security Agreement**


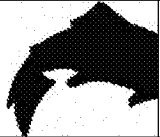


Trademarks

	Grantor	Mark	Country / Filing Office	Serial No.	Applic. Date	Reg. No.	Reg. Date
1.	Simms Fishing Products LLC	BUGSTOPP ER	US	86638849	5/22/2015	5228657	6/20/2017
2.	Simms Fishing Products LLC	DOCKWEA R	US	88221093	12/7/2018	n/a	n/a
3.	Simms Fishing Products LLC	DOCKWEA R	US	88981252	12/7/2018	6382018	6/8/2021
4.	Simms Fishing Products LLC	DOWNSTR EAM	US	86753848	9/11/2015	5233234	6/27/2017
5.	Simms Fishing Products LLC	DRY CREEK	US	78495901	10/6/2004	3136893	8/29/2006
6.	Simms Fishing Products LLC	EXSTREA M	US	75418439	1/15/1998	2695985	3/11/2003
7.	Simms Fishing Products LLC	EXSTREA M	US	85077365	7/2/2010	4339092	5/21/2013
8.	Simms Fishing Products LLC	EXSTREA M	US	87232420	11/10/2016	5381973	1/16/2018
9.	Simms Fishing Products LLC	EXSTREA M	US	87980504	10/4/2017	5765416	5/28/2019
10.	Simms Fishing Products LLC	FISH IT WELL	US	88980975	1/28/2019	6357664	5/18/2021
11.	Simms Fishing Products LLC	FLYWEIG HT	US	88077031	8/14/2018	6396974	6/22/2021
12.	Simms Fishing Products LLC	FLYWEIG HT	US	88976026	8/14/2018	5916935	11/19/2019

	Grantor	Mark	Country / Filing Office	Serial No.	Applic. Date	Reg. No.	Reg. Date
13.	Simms Fishing Products LLC	FLYWEIG HT	US	90702397	5/11/2021	6735807	5/24/2022
14.	Simms Fishing Products LLC	FREESTON E	US	75082967	4/3/1996	2032369	1/21/1997
15.	Simms Fishing Products LLC	FREESTON E	US	75625515	1/22/1999	2656814	12/3/2002
16.	Simms Fishing Products LLC	FREESTON E	US	78205905	1/22/2003	3064242	2/28/2006
17.	Simms Fishing Products LLC	FREESTON E	US	77622101	11/25/2008	4171986	7/10/2012
18.	Simms Fishing Products LLC		US	78205777	1/22/2003	3319347	10/23/2007
19.	Simms Fishing Products LLC	G4 PRO	US	86845078	12/10/2015	5302156	10/3/2017
20.	Simms Fishing Products LLC	G4 PRO	US	77274934	9/8/2007	3535042	11/18/2008
21.	Simms Fishing Products LLC	G4 PRO	US	86982129	9/8/2015	5210695	5/23/2017
22.	Simms Fishing Products LLC	G4Z	US	85737539	9/25/2012	4334844	5/14/2013
23.	Simms Fishing Products LLC	HEADWATERS	US	77274936	9/8/2007	3535043	11/18/2008
24.	Simms Fishing Products LLC	HEADWATERS	US	87975799	6/28/2016	5361545	12/19/2017
25.	Simms Fishing Products LLC	HEADWATERS	US	87545615	7/27/2017	5416837	3/6/2018

	Grantor	Mark	Country / Filing Office	Serial No.	Applic. Date	Reg. No.	Reg. Date
26.	Simms Fishing Products LLC	HENRY'S FORK	US	90669898	4/25/2021	n/a	n/a
27.	Simms Fishing Products LLC	INTRUDER	US	86561839	3/12/2015	5350941	12/5/2017
28.	Simms Fishing Products LLC	RIGHT ANGLE	US	86089357	10/11/2013	4983628	6/21/2016
29.	Simms Fishing Products LLC	RIVERTEK	US	78734955	10/17/2005	3142049	9/12/2006
30.	Simms Fishing Products LLC	SIMMS	US	73746704	8/17/1988	1778709	6/29/1993
31.	Simms Fishing Products LLC	SIMMS	US	78758814	11/21/2005	3398453	3/18/2008
32.	Simms Fishing Products LLC	SIMMS	US	85653674	6/15/2012	4401314	9/10/2013
33.	Simms Fishing Products LLC	SIMMS	US	85653814	6/16/2012	4333907	5/14/2013
34.	Simms Fishing Products LLC	SIMMS	US	87853431	3/28/2018	5615603	11/27/2018
35.	Simms Fishing Products LLC	SIMMS	US	87853885	3/28/2018	6240087	1/5/2021
36.	Simms Fishing Products LLC	SIMMS	US	88032318	7/10/2018	5708530	3/26/2019
37.	Simms Fishing Products LLC	SIMN	US	78759849	11/22/2005	3290471	9/11/2007
38.	Simms Fishing Products LLC	SIMN	US	85653682	6/15/2012	4401315	9/10/2013

	Grantor	Mark	Country / Filing Office	Serial No.	Applic. Date	Reg. No.	Reg. Date
39.	Simms Fishing Products LLC	SIMM	US	85653817	6/16/2012	4333908	5/14/2013
40.	Simms Fishing Products LLC	SIMMSFISHING.COM	US	77105691	2/12/2007	3419392	4/29/2008
41.	Simms Fishing Products LLC	SOLARFLEX	US	77274938	9/8/2007	3535044	11/18/2008
42.	Simms Fishing Products LLC	SOLARFLEX GUIDE	US	90669896	4/25/2021	n/a	n/a
43.	Simms Fishing Products LLC	SOLARVENT	US	97100916	10/30/2021	6701603	4/12/2022
44.	Simms Fishing Products LLC	SOLARVENT	US	97100922	10/31/2021	n/a	n/a
45.	Simms Fishing Products LLC	TRIBUTARY	US	87721067	12/14/2017	6024621	3/31/2020
46.	Simms Fishing Products LLC	UNITED WE FISH	US	86941557	3/16/2016	5067749	10/25/2021
47.	Simms Fishing Products LLC	VAPOR ELITE	US	86980881	3/19/2015	5121228	1/10/2017
48.	Simms Fishing Products LLC	VAPORTR EAD	US	85981188	12/10/2013	4516478	4/15/2014
49.	Simms Fishing Products LLC	VERSANT	US	90678144	4/28/2021	n/a	n/a
50.	Simms Fishing Products LLC	WADERWICK	US	75789982	9/1/1999	2399803	10/31/2000
51.	Simms Fishing Products LLC		US	78491875	9/29/2004	3080772	4/11/2006

	Grantor	Mark	Country / Filing Office	Serial No.	Applic. Date	Reg. No.	Reg. Date
52.	Simms Fishing Products LLC		US	78400513	4/12/2004	2965159	7/5/2005
53.	Simms Fishing Products LLC		US	77808078	8/19/2009	3767315	3/30/2010
54.	Simms Fishing Products LLC		US	85977606	9/14/2011	4296571	2/26/2013
55.	Simms Fishing Products LLC		US	77978047	4/23/2008	3723746	12/08/2009
56.	Simms Fishing Products LLC	CONFLUENCE	US	97380518	4/25/2022	n/a	n/a
57.	Simms Fishing Products LLC	EXSTREAM	US	88958036	6/10/2020	n/a	n/a

**Schedule C to the
IP Security Agreement**

Copyrights

	Grantor	Title of Work	Country	Copyright No.	Issue Date
1.	Simms Fishing Products LLC	Simms Fishing Products 2011 Catalog. (Text)	US	TX0007327335	2011-02-21
2.	Simms Fishing Products LLC	Simms Fishing Products 2012 Catalog. (Text)	US	TX0007585778	2012-08-10
3.	Simms Fishing Products LLC	Simms Fishing Products Fall 16 Dealer Workbook. (Text)	US	TX0008323041	2016-09-12
4.	Simms Fishing Products LLC	Simms Fishing Products Fall 2013 Catalog.(Text)	US	TX0007748259	2013-07-11
5.	Simms Fishing Products LLC	Simms Fishing Products Spring 16 Dealer Workbook.(Text)	US	TX0008326733	2016-09-14
6.	Simms Fishing Products LLC	Simms Fishing Products Spring 17 Dealer Workbook. (Text)	US	TX0008323039	2016-09-12
7.	Simms Fishing Products LLC	Simms Fishing Products Spring 2013 Catalog. (Text)	US	TX0007749093	2013-07-11
8.	Simms Fishing Products LLC	Simms Fishing Products Spring 2014 Catalog. (Text)	US	TX0007751394	2013-07-11
9.	Simms Fishing Products LLC	Simms Fishing Products Twenty Ten Catalog. (Text)	US	TX0007252695	2010-08-16
10.	Simms Fishing Products LLC	Simms Fishing Products Website Version 1.0. (Computer File)	US	TX0007358434	2010-08-06
11.	Simms Fishing Products LLC	Simms Fishing Products Website Version 2.0. (Computer File)	US	TX0007610862	2012-12-03
12.	Simms Fishing Products LLC	Simms Fishing Products Website Version 3.0. (Visual Material)	US	VA0001931004	2013-08-06