

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Smith & Wesson Corp.		11/30/2007	CORPORATION: DELAWARE
Smith & Wesson Holding Corporation		11/30/2007	CORPORATION: NEVADA
Thompson/Center Arms Company, Inc.		11/30/2007	CORPORATION: NEW HAMPSHIRE
Bear Lake Holdings, Inc.		11/30/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Toronto Dominion (Texas) LLC
<b>Street Address:</b>	31 West 52nd Street
<b>Internal Address:</b>	19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 91**

Property Type	Number	Word Mark
Registration Number:	0323654	".357" MAGNUM
Registration Number:	2160999	AIRLITE
Registration Number:	2475687	AIRLITE SC
Registration Number:	2641461	AIRLITE
Registration Number:	0585831	AIRWEIGHT
Registration Number:	1849219	BODYGUARD
Registration Number:	2172420	CARRY COMP
Registration Number:	1034286	CHIEFS SPECIAL
Registration Number:	3049932	CLUB 1852

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Registration Number:	1143296	COMBAT MAGNUM
Registration Number:	0207951	
Registration Number:	2714414	HERITAGE SERIES
Registration Number:	1578910	LADY SMITH
Registration Number:	2713007	MAGNUM
Registration Number:	0324894	MAGNUM
Registration Number:	1850300	MOUNTAIN GUN
Registration Number:	2490870	MOUNTAIN LITE
Registration Number:	1677907	PERFORMANCE CENTER
Registration Number:	2860968	RAIN SHIELD
Registration Number:	0093767	S & W
Registration Number:	3174786	S & W
Registration Number:	1724977	S & W
Registration Number:	1757500	S & W
Registration Number:	2169090	SHORTY
Registration Number:	3169365	SMITH & WESSON
Registration Number:	1511511	SMITH & WESSON
Registration Number:	1069977	SMITH & WESSON
Registration Number:	1704640	SMITH & WESSON
Registration Number:	0095164	SMITH & WESSON.
Registration Number:	2475890	SMITH & WESSON ACADEMY
Registration Number:	1660123	SMITH & WESSON PERFORMANCE CENTER
Registration Number:	2359691	SW
Registration Number:	0093766	SW
Registration Number:	1073794	SW
Registration Number:	1958275	SW SMITH & WESSON COLLECTORS ASSOCIATION
Registration Number:	3085199	TEXAS HOLD'EM
Registration Number:	1909269	THE SIGMA SERIES
Registration Number:	3336344	M&P MILITARY POLICE
Registration Number:	2795541	VERSAVAULT
Registration Number:	2692585	SAF-T-HAMMER
Registration Number:	2647540	SAF-T-TRIGGER
Registration Number:	3210441	FLINT RIVER
Registration Number:	3251026	MAG EXPRESS
Registration Number:	3186830	MAXIMA

Registration Number:	3132600	NUMBER 13
Registration Number:	3186829	R55
Registration Number:	3210440	T/C
Registration Number:	3207677	TC
Registration Number:	3208075	U-VIEW
Registration Number:	3196396	XR
Registration Number:	3131465	AMERICA'S MASTER GUNMAKER
Registration Number:	3221572	BENCHMARK
Registration Number:	3251768	CONTENDER
Registration Number:	3338956	POWER ROD
Registration Number:	3314141	FLEXTECH
Registration Number:	3327213	GORILLA GRIP
Registration Number:	3314142	SPEED BREECH
Registration Number:	3314296	SWING HAMMER
Registration Number:	3314423	T17
Registration Number:	3314640	TRIUMPH
Registration Number:	2227763	ENCORE
Registration Number:	2236581	ENCORE
Registration Number:	1473059	MAXI-HUNTER
Registration Number:	1510055	PRE-LUBER
Registration Number:	2252792	QLA
Registration Number:	2225456	QLA QUICK LOAD ACCURIZOR TC
Registration Number:	2260092	QUICK LOAD ACCURIZOR
Serial Number:	78919216	PROTECTED BY SMITH & WESSON
Serial Number:	78677811	SMITH & WESSON M&P MILITARY & POLICE
Serial Number:	78619034	MILITARY POLICE
Serial Number:	78727817	S W
Serial Number:	78727792	SMITH & WESSON
Serial Number:	78618451	SMITH & WESSON
Serial Number:	77036739	1000 SERIES
Serial Number:	77054464	ALLIED FORCES
Serial Number:	77011008	ELITE GOLD
Serial Number:	77038337	ELITE SERIES
Serial Number:	77011027	ELITE SILVER
Serial Number:	77010641	I-BOLT

Serial Number:	77256256	S&W 500
Serial Number:	77031477	SMITH & WESSON HEIRLOOM WARRANTY
Serial Number:	78699927	FLINT RIVER
Serial Number:	78700223	GAME TRAILS
Serial Number:	78885028	ICON
Serial Number:	78699386	OMEGA
Serial Number:	78699907	OMEGA
Serial Number:	78699929	POWER CELL
Serial Number:	78804535	SHOCK WAVE
Serial Number:	78804481	T7
Serial Number:	78949717	WARLORD
Serial Number:	77011622	WEATHER SHIELD

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617.239.0100  
Email: bcampbell@eapdlaw.com  
Correspondent Name: Brenda S. Campbell, Paralegal  
Address Line 1: 111 Huntington Ave  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	47246/0022
NAME OF SUBMITTER:	Brenda S. Campbell, Paralegal
Signature:	/Brenda S. Campbell/
Date:	11/30/2007

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of November 30, 2007, by Smith & Wesson Corp., a Delaware corporation, Smith & Wesson Holding Corporation, a Nevada corporation, Thompson/Center Arms Company, Inc., a New Hampshire corporation, and Bear Lake Holdings, Inc., a Delaware corporation (collectively, the "Pledgors"), in favor of Toronto Dominion (Texas) LLC, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated as of November 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Pledgors hereby confirm the grant to the Administrative Agent for the benefit of the Secured Parties in the Security Agreement of a lien on and security interest in and to all of their right, title and interest in, to and under all the following Pledged Collateral of the Pledgors:

- (a) Trademarks of the Pledgors, including but not limited to the Trademarks listed on Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations) and automatic termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument

in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Security Agreement and this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

*[Signature Page to Smith & Wesson Corp. Trademark Security Agreement]*

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

SMITH & WESSON CORP.

By: John A. Kelly  
Name: John A. Kelly  
Title: Chief Financial Officer and Treasurer

SMITH & WESSON HOLDING CORPORATION

By: John A. Kelly  
Name: John A. Kelly  
Title: Chief Financial Officer and Treasurer

THOMPSON/CENTER ARMS COMPANY, INC.

By: John A. Kelly  
Name: John A. Kelly  
Title: Vice President and Treasurer

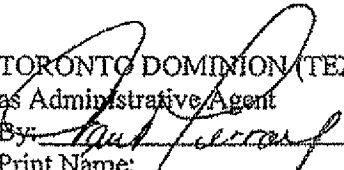
BEAR LAKE HOLDINGS, INC.

By: John A. Kelly  
Name: John A. Kelly  
Title: Chief Financial Officer and Treasurer

*[Signature Page to Smith & Wesson Corp. Trademark Security Agreement]*

Accepted and Agreed:

TORONTO DOMINION (TEXAS) LLC,  
as Administrative Agent

By:  \_\_\_\_\_

Print Name:

Title: Authorized Signatory  
IAN MURRAY  
AUTHORIZED SIGNATORY



**SCHEDULE A  
TRADEMARKS**

**OWNER: SMITH & WESSON CORP.**

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
“.357” MAGNUM	4/23/35 323,654
AIRLITE	5/26/98 2,160,999
AIRLITE SC (and Design)	8/7/01 2,475,687
AIRLITE TI (Stylized)	10/29/02 2,641,461
AIRWEIGHT	2/16/54 585,831
BODYGUARD	8/9/94 1,849,219
CARRY COMP	7/14/98 2,172,420
CHIEF’S SPECIAL	2/24/76 1,034,286
CLUB 1852	1/24/06 3,049,932
COMBAT MAGNUM	12/16/80 1,143,296
GUN HAMMER & TRIGGER COLORING (and Design)	1/12/26 0,207,951
HERITAGE SERIES	5/6/03 2,714,414
LADY SMITH (Stylized)	1/23/90 1,578,910
MAGNUM	5/6/03 2,713,007
MAGNUM	6/4/35 324,894
MOUNTAIN GUN	8/16/94 1,850,300
MOUNTAIN LITE	9/18/01 2,490,870
S&W PERFORMANCE CENTER (and Design)	3/3/92 1,677,907

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
RAIN SHIELD	7/6/04 2,860,968
S&W (Letters)	10/14/13 93767
S&W MONOGRAM (NEW LOGO) (and Design)	11/21/06 3174786
S&W MONOGRAM (NEW LOGO) (and Design)	10/20/92 1,724,977
S&W MONOGRAM (NEW LOGO) (and Design)	3/9/93 1,757,500
S&W MONOGRAM (NEW LOGO) (and Design)	9/20/77 1,073,794
SHORTY	6/30/98 2,169,090
SMITH & WESSON	11/7/06 3169365
SMITH & WESSON	11/8/88 1,511,511
SMITH & WESSON	7/19/77 1,069,977
SMITH & WESSON	8/4/92 1,704,640
SMITH & WESSON (Stylized)	2/3/14 95164
SMITH & WESSON ACADEMY (and Design)	8/7/01 2,475,890
SMITH & WESSON PERFORMANCE CENTER	10/8/91 1,660,123
SW (and Design)	6/20/00 2,359,691
S&W MONOGRAM (OLD LOGO) (and Design)	10/14/13 93766
SW (and Design)	9/20/77 1,073,794
SW SMITH & WESSON COLLECTORS ASSOCIATION (and Design)	2/27/96 1,958,275
TEXAS HOLD'EM	4/25/06 3,085,199
THE SIGMA SERIES	8/1/95 1,909,269
M&P MILITARY POLICE (Stylized)	11/13/2007 3,336,344

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
PROTECTED BY SMITH & WESSON	Serial No. 78/919,216 (Pending)
M&P SMITH & WESSON MILITARY & POLICE (Stylized)	Serial No. 78/677,811 (Pending)
MILITARY POLICE (Stylized and/or Design)	Serial No. 78/619,034 (Pending)
S&W MONOGRAM (NEW LOGO) (and Design)	Serial No. 78/727,817 (Pending)
SMITH & WESSON	Serial No. 78/727,792 (Pending)
SMITH & WESSON	Serial No. 78/618,451 (Pending)
1000 SERIES	11/03/06 Serial No. 77/036,739 (Pending)
ALLIED FORCES	11/30/06 Serial No. 77/054,464 (Pending)
ELITE GOLD	09/29/06 Serial No. 77/011,008 (Pending)
ELITE SERIES	11/07/06 Serial No. 77/038,337 (Pending)
ELITE SILVER	09/29/06 Serial No. 77/011,027 (Pending)
I-BOLT	09/29/06 Serial No. 77/010,641 (Pending)
S&W 500	08/15/07 Serial No. 77/256,256 (Pending)
SMITH & WESSON HEIRLOOM WARRANTY	10/27/06 Serial No. 77/031,477 (Pending)

**OWNER: SMITH & WESSON HOLDING CORPORATION**

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
VERSAVAULT	12/16/03 2,795,541
SAF-T-HAMMER (and Design)	03/04/03 2692585
SAF-T-TRIGGER	11/05/02 2647540

**OWNER: THOMPSON CENTER ARMS COMPANY, INC.**

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
FLINT RIVER	02/20/07 3210441
MAG EXPRESS	06/12/07 3251026
MAXIMA	12/19/06 3186830
NUMBER 13	08/22/06 3132600
R55	12/19/06 3186829
T/C	02/20/07 3210440
TC (and Design)	02/13/07 3207677
U-VIEW	02/13/07 3208075
XR	01/09/07 3196396
AMERICA'S MASTER GUNMAKER	08/15/06 3131465
BENCHMARK	03/27/07 3221572
CONTENDER	06/12/07 3251768
POWER ROD	11/20/07 3338956
FLEXTECH	10/16/07 3314141
GORILLA GRIP	10/30/07 3327213
SPEED BREECH	10/16/07 3314142
SWING HAMMER	10/16/07 3314296
T17	10/16/07 3314423
TRIUMPH	10/16/07 3314640
FLINT RIVER	08/24/05 Serial No. 78/699,927 (Pending)

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
GAME TRAILS	08/25/05 Serial No. 78/700,223 (Pending)
ICON	05/16/06 Serial No. 78/885,028 (Pending)
OMEGA	08/24/05 Serial No. 78/699,386 (Pending)
OMEGA	08/24/05 Serial No. 78/699,907 (Pending)
POWER CELL	08/24/05 Serial No. 78/699,929 (Pending)
SHOCK WAVE	02/01/06 Serial No. 78/804,535 (Pending)
T7	02/01/06 Serial No. 78/804,481 (Pending)
WARLORD	08/10/06 Serial No. 78/949,717 (Pending)
WEATHER SHIELD	10/02/06 Serial No. 77/011,622 (Pending)

**OWNER: BEAR LAKE HOLDINGS, INC.**

<u>TRADEMARK</u>	<u>FILING DATE</u> <u>REGISTRATION NO.</u>
ENCORE	03/02/99 2227763
ENCORE (and Design)	04/06/99 2236581
MAXI-HUNTER	01/19/88 1473059
PRE-LUBER	10/25/88 1510055
QLA	06/15/99 2252792
QLA QUICK LOAD ACCURIZOR TC (and Design)	02/23/99 2225456
QUICK LOAD ACCURIZOR	07/06/99 2260092