

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent		08/05/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CROSMAN ACQUISITION CORPORATION
Street Address:	Routes 5 & 20
City:	Bloomfield
State/Country:	NEW YORK
Postal Code:	14469
Entity Type:	CORPORATION: DELAWARE
Name:	CROSMAN MANUFACTURING, LLC
Street Address:	Routes 5 & 20
City:	Bloomfield
State/Country:	NEW YORK
Postal Code:	14469
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	72007741	BENJAMIN
Serial Number:	74280540	BLUE STREAK
Serial Number:	85445786	CAMO AMMO
Serial Number:	73501401	CHALLENGER
Serial Number:	75013703	COPPERHEAD
Serial Number:	73252573	COPPERHEAD
Serial Number:	75240072	CROSBLOCK
Serial Number:	72431821	CROSMAN
Serial Number:	77308641	DISCOVERY
Serial Number:	78777154	CROSMAN
Serial Number:	85066047	EPCP

CH \$965.00 72007741

Property Type	Number	Word Mark
Serial Number:	77675494	GAME FACE
Serial Number:	78716929	GENESIS
Serial Number:	77550345	MARAUDER
Serial Number:	85194802	MAYHEM
Serial Number:	77725803	NITRO PISTON
Serial Number:	73233595	PELLGUNOIL
Serial Number:	77739177	NITRO PISTON
Serial Number:	78781609	PHANTOM
Serial Number:	78697330	POWERLET
Serial Number:	74472449	POWERMASTER
Serial Number:	78716937	PULSE
Serial Number:	74472448	PUMPMASTER
Serial Number:	78716917	QUEST
Serial Number:	77456664	RAVEN
Serial Number:	77561924	RECRUIT
Serial Number:	75752052	REPEATAIR
Serial Number:	85048963	ROGUE
Serial Number:	74280539	SHERIDAN
Serial Number:	74280538	SILVER STREAK
Serial Number:	74589165	SPRINGMASTER
Serial Number:	78718193	SUMMIT
Serial Number:	77324861	SUPER STREAK
Serial Number:	77789964	TRAIL NP
Serial Number:	77640780	VANTAGE
Serial Number:	77725805	VERDICT
Serial Number:	78859533	VISIBLE IMPACT
Serial Number:	74186786	VISIBLE IMPACT

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.

Email: jbraibanti@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 19711-001

NAME OF SUBMITTER: Jill C. Braibanti

SIGNATURE: /Jill C. Braibanti/

DATE SIGNED:

08/06/2015

Total Attachments: 7

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RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), dated as of August 5, 2015, is made by and among MANUFACTURERS AND TRADERS TRUST COMPANY, as the Administrative Agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below), (in such capacity, together with its successors and assigns, the “Administrative Agent”); and CROSMAN CORPORATION, a Delaware corporation, CROSMAN ACQUISITION CORPORATION, a Delaware corporation, and CROSMAN MANUFACTURING, LLC, a Delaware limited liability company (collectively, jointly and severally, “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Trademark Security Agreement (as those terms are defined below).

WHEREAS, the Administrative Agent and the Grantor are parties to a Credit Facility Agreement dated as of January 5, 2007, which was amended and restated by an Amended and Restated Credit Agreement dated as of April 15, 2011 (together, the “Credit Agreement”);

WHEREAS, the Administrative Agent and the Grantor are parties to a Trademark Security Agreement dated as of January 5, 2007, recorded with the United States Patent and Trademark Office (“USPTO”) at Trademark Reel 3464, Frame 0445, at Trademark Reel 3662, Frame 0017, and at Trademark Reel 3668, Frame 0749; an Amended and Restated Trademark Security Agreement dated as of April 15, 2011, recorded with the USPTO at Trademark Reel 4568, Frame 0603; and an Amended and Restated Trademark Security Agreement dated as of May 18, 2012, recorded with the USPTO at Trademark Reel 4864, Frame 0277 (collectively, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged to the Administrative Agent, for the ratable benefit of the Lenders, a security interest (referred to in this Release as the “Security Interest”) in the Grantor’s present and future right, title and interest in and to (collectively, the “Trademark Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future

infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing; and

WHEREAS, the Loans have been paid and performed in full and the Administrative Agent has agreed to terminate and release all of its and the Lenders' right, title and interest in or to the Trademark Collateral, including the Security Interest.

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

1. Release of Lien. The Administrative Agent, on behalf of itself and the Lenders, hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interest, in and to the Trademark Collateral arising in connection with the Credit Agreement, the Security Agreement, or the Trademark Security Agreement and assigns, discharges, quit claims and relinquishes unto Grantor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and to the Trademark Collateral.

2. Authorization to Record; Further Assurances. The Administrative Agent hereby authorizes Grantor or Grantor's authorized representative to (i) record this Release with the USPTO and any relevant foreign trademark offices, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Security Interest in and to the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Administrative Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or Grantor's authorized agents or designees) reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in and to the Trademark Collateral.

3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Administrative Agent

By:


Name: Rudolph Napodano
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005594 FRAME: 0846



**Schedule A to
Release of Security Interest in Trademarks**

U.S. Trademark Registrations

	Serial No.	Registration	Trademark	CLASS	Registration/ Filing Date
1	72007741	639534	BENJAMIN	013	January 8, 1957
2	74280540	1785446	BLUE STREAK	013	August 3, 1993
3	85445786	4157365	CAMO AMMO	013	June 12, 2012
4	73501401	1336551	CHALLENGER	013	May 21, 1985
5	75013703	2054289	COPPERHEAD	013, 028	April 22, 1997
6	73252573	1163642	COPPERHEAD	013	August 4, 1981
7	75240072	2182963	CROSBLOCK	013	August 18, 1998
8	72431821	975285	CROSMAN	013, 028	December 25, 1973
9	77308641	3522143	DISCOVERY	013	October 21, 2008
10	78777154	3158715		013, 025,028	October 17, 2006
11	85066047	4053760	EPCP	013	November 8, 2011
12	77675494	4472897	GAME FACE	013	January 28, 2014
13	78716929	3192193	GENESIS	013	January 2, 2007
14	77550345	3710040	MARAUDER	013	November 10, 2009
15	85194802	4020712	MAYHEM	028	August 30, 2011
16	77725803	3868248	NITRO PISTON	013	October 26, 2010
17	73233595	1156061	PELLGUNOIL	004	June 2, 1981
18	77739177	3820364		013	July 20, 2010
19	78781609	3175600	PHANTOM	013	November 21, 2006
20	78697330	3192069	POWERLET	013	January 2, 2007
21	74472449	1860855	POWERMASTER	013	November 1, 1994
22	78716937	3157534	PULSE	013	October 17, 2006
23	74472448	1866921	PUMPMASTER	013	December 13, 1994
24	78716917	3132917	QUEST	013	August 22, 2006
25	77456664	3607370	RAVEN	013	April 14, 2009
26	77561924	3723411	RECRUIT	013	December 8, 2009
27	75752052	2479041	REPEATAIR	013	August 21, 2001
28	85048963	4016844	ROGUE	013	August 23, 2011
29	74280539	1789292	SHERIDAN	013	August 24, 1993
30	74280538	1784044	SILVER STREAK	013	July 27, 1993
31	74589165	1984684	SPRINGMASTER	013	July 2, 1996
32	78718193	3280737	SUMMIT	013	August 14, 2007
33	77324861	3609646	SUPER STREAK	013	April 21, 2009
34	77789964	3868841	TRAIL NP	013	October 26, 2010



	Serial No.	Registration	Trademark	CLASS	Registration/ Filing Date
35	77640780	3732584	VANTAGE	013	December 29, 2009
36	77725805	3769157	VERDICT	013, 028	March 30, 2010
37	78859533	3606123	VISIBLE IMPACT	013	April 14, 2009
38	74186786	1716028	VISIBLE IMPACT	028	September 15, 1992

Foreign Trademark Registrations – Canada

	Serial No.	Registration	Trademark	Wares	Registration/ Filing Date
1	592779	TMA362722	CROSMAN	Sporting guns and ammunition and sporting gun targets. (009), (028)	November 10, 1989
2	503746	TMA317172	PUMP MASTER	Air rifles. (009)	August 8, 1986
3	1151961	TMA604979	BONE DADDY	Paintball markers (028)	March 11, 2004
4	1169270	TMA622995	AIRSOURCE	Co2 cartridges and canister for paintball markers and airguns.	October 20, 2004
5	1289647	TMA689643		Airguns, air pistols, air rifles and accessories namely, airgun ammunition, clips and CO2 cartridges. (013), Clothing, namely shirts, t-shirts, caps. (025), Shooting glasses, scopes for observing targets, and carrying cases, Sporting gun targets.	June 13, 2007
6	471658	TMA266267	COPPERHEAD	Ammunition. (013)	February 5, 1982
7	1151340	TMA611397		Paintball markers, paintball ammunition and projectiles containing paint or colorant, paintball power supplies, namely, CO2 tanks and cylinders, regulators and expansion chambers; universal paintball hopper elbows, paintball hoppers, paintball holders, barrel gloves and plugs, equipment belts; articles of clothing for use in paintball activities, namely, protective masks and goggles, headgear, namely,	May 28, 2004

Serial No.	Registration	Trademark	Wares	Registration/ Filing Date
			hats and caps; neck guards, chest protectors, protective gloves, clothing, namely shirts. Paintball markers, paintball ammunition and projectiles containing paint or colorant, paintball power supplies, namely, CO2 tanks and cylinders, regulators and expansion chambers; universal paintball hopper elbows, paintball hoppers, paintball holders, barrel gloves and plugs, equipment belts, ammunition belts and tubes, bottle adapters; paintball sporting articles, namely protective masks, neck guards, chest protectors and protective gloves.	

Foreign Trademark Registrations – Other International

Serial No.	Registration	Title	Country	Registration/ Filing Date
1	3106408	COPPERHEAD	CTM	June 8, 2005
2	211275	COPPERHEAD	Mexico	October 4, 1983
3	1928002	CROSMAN	Argentina	September 30, 1994
4	473382	CROSMAN	Australia	September 25, 1987
5	541769	CROSMAN	Chile	December 26, 2001
6	1125615		Australia	July 24, 2006
7	970049690	CROSMAN	China	May 21, 1999
8	92 362536	CROSMAN	Colombia	June 26, 1992
9	92 362537	CROSMAN	Colombia	June 26, 1992
10	827725	CROSMAN	CTM	December 23, 1999
11	120759	CROSMAN	Czech Republic	August 25, 1998
12	3505377		CTM	May 10, 2005
13	199303820	CROSMAN	Hong Kong	March 24, 1992

	Serial No.	Registration	Title	Country	Registration/ Filing Date
14	M9701143	151373	CROSMAN	Hungary	November 30, 1998
15	2012001842	IDM000357345	CROSMAN	Indonesia	June 1, 2012
16	2012001839	IDM000357346	CROSMAN	Indonesia	June 1, 2012
17	20120001841	IDM000357348	CROSMAN	Indonesia	June 1, 2012
18	2012001840	IDM000357347	CROSMAN	Indonesia	June 1, 2012
19	S48-070318	1148817	CROSMAN	Japan	August 25, 1975
20	S63-052773	2282383	CROSMAN	Japan	November 30, 1990
21	S49-101553	1226325	クロスマン CROSMAN (KATAKANA)	Japan	October 18, 1976
22	S49-101552	1356312	クロスマン CROSMAN (KATAKANA)	Japan	November 28, 1978
23	4019910006147	231780	CROSMAN	Korea	January 22, 1992
24	137358	225257	CROSMAN	Mexico	June 11, 1979
25	13035	13035	CROSMAN	Netherland Antilles	November 14, 1983
26	132450	132450	CROSMAN	New Zealand	April 14, 1983
27	19873472	134739	CROSMAN	Norway	December 22, 1988
28	97705009	171316	CROSMAN	Russia	January 18, 1999
29	POZ931-97	187152	CROSMAN	Slovak Republic	September 20, 1999
30	076048400	392403	CROSMAN	Taiwan	April 1, 1988
31	97040935	19715	CROSMAN	Ukraine	June 15, 2001
32	1319916	1319916	CROSMAN	United Kingdom	April 10, 1990
33	10286995	10286995	GAME FACE	CTM	March 16, 2012
34	2468768	2468768	KING RATCATCHER	United Kingdom	April 25, 2008
35	619619	619619	POWERLET	CTM	July 27, 1999
36	2468769	2468769	RABBITSTOPPER	United Kingdom	April 25, 2008
37	2468767	2468767	RATCATCHER	United Kingdom	April 25, 2008