

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crosman Corporation		08/05/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 E. 40th Street		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Serial Number:	86593152	CENTERPOINT	
Serial Number:	86519708	AIRBOW	
Serial Number:	86305003	ARMADA	
Serial Number:	85905979	PROWLER	
Serial Number:	85903926	TORMENTOR	
Serial Number:	85742895	DUTY CALLS	
Serial Number:	85651822	UNDEAD APOCALYPSE	
Serial Number:	85616018	FIREPOW'R	
Serial Number:	85548219	UNDEAD APOCALYPSE	
Serial Number:	85445786	CAMO AMMO	
Serial Number:	85194802	MAYHEM	
Serial Number:	85066047	EPCP	
Serial Number:	85048963	ROGUE	
Serial Number:	78859533	VISIBLE IMPACT	
Serial Number:	78781609	PHANTOM	
Serial Number:	78777154	CROSMAN	
Serial Number:	78718193	SUMMIT	
Serial Number:	78716937	PULSE	

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Property Type	Number	Word Mark
Serial Number:	78716929	GENESIS
Serial Number:	78716917	QUEST
Serial Number:	78697330	POWERLET
Serial Number:	77789964	TRAIL NP
Serial Number:	77739177	NITRO PISTON
Serial Number:	77725805	VERDICT
Serial Number:	77725803	NITRO PISTON
Serial Number:	77675494	GAME FACE
Serial Number:	77640780	VANTAGE
Serial Number:	77561924	RECRUIT
Serial Number:	77550345	MARAUDER
Serial Number:	77456664	RAVEN
Serial Number:	77324861	SUPER STREAK
Serial Number:	77324824	TETON
Serial Number:	77324780	BRISTOL
Serial Number:	77308641	DISCOVERY
Serial Number:	77124051	SUMMER HOUSE
Serial Number:	77113123	DUAL FUEL
Serial Number:	76445717	AIRSOURCE
Serial Number:	75752052	REPEATAIR
Serial Number:	75240072	CROSBLOCK
Serial Number:	75013703	COPPERHEAD
Serial Number:	74589165	SPRINGMASTER
Serial Number:	74472449	POWERMASTER
Serial Number:	74472448	PUMPMASTER
Serial Number:	74280540	BLUE STREAK
Serial Number:	74280539	SHERIDAN
Serial Number:	74186786	VISIBLE IMPACT
Serial Number:	73501401	CHALLENGER
Serial Number:	73252573	COPPERHEAD
Serial Number:	73233595	PELLGUNOIL
Serial Number:	72431821	CROSMAN
Serial Number:	72007741	BENJAMIN

CORRESPONDENCE DATA

Fax Number: 6508134848

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: 650-813-4800

Email: patents@dechert.com
Correspondent Name: Thomas J. Cockriel, Esq.
Address Line 1: Dechert LLP
Address Line 2: P.O. Box 390460
Address Line 4: Mountain View, CALIFORNIA 94039-0460

ATTORNEY DOCKET NUMBER: MATTER NO 141858

NAME OF SUBMITTER: Thomas J. Cockriel

SIGNATURE: /Thomas J. Cockriel/

DATE SIGNED: 08/07/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 5, 2015 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of August 5, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among Crosman Corporation (the “Borrower”), Crosman Acquisition Corporation, Bullseye Acquisition II, LLC, and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of August 5, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including those referred to on Schedule 1 hereto, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C.

§1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

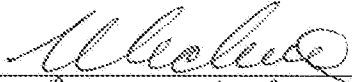
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

CROSMAN CORPORATION, as Grantor



By 
Name: Robert A. Beckwith
Title: Vice President of Finance
and Secretary

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Applications

Trademark	Serial No.	App. Date	Registration	Registration Date
CENTERPOINT	86/593,152	4/10/2015	N/A	N/A
AIRBOW	86/519,708	1/30/2015	N/A	N/A
ARMADA	86/305,003	6/10/2014	4,718,153	4/07/2015
PROWLER	85/905,979	4/16/2013	4,576,928	7/29/2014
TORMENTOR	85/903,926	4/15/2013	4,625,668	10/21/2014
DUTY CALLS	85/742,895	10/1/2012	4,460,987	1/07/2014
UNDEAD APOCALYPSE	85/651,822	6/14/2012	4,282,563	1/29/2013
FIREPOW'R	85/616,018	5/3/2012	4,308,000	3/26/2013
UNDEAD APOCALYPSE	85/548,219	2/21/2012	4,213,751	9/25/2012
CAMO AMMO	85/445,786	10/12/2011	4,157,365	6/12/2012
MAYHEM	85/194,802	12/10/2010	4,020,712	8/23/2011
ePCP	85/066,047	6/18/2010	4,053,760	11/8/2011
ROGUE	85/048,963	5/27/2010	4,016,844	8/23/2010
VISIBLE IMPACT	78/859,533	4/13/2006	3,606,123	4/14/2009
PHANTOM	78/781,609	12/28/2005	3,175,600	11/21/2006
CROSMAN & LOGO 	78/777,154	12/20/2005	3,158,715	10/17/2006
SUMMIT	78/718,193	9/22/2005	3,280,737	8/14/2007
PULSE	78/716,937	9/20/2005	3,157,534	10/17/2006
GENESIS	78/716,929	9/20/2005	3,192,193	1/2/2007
QUEST	78/716,917	9/20/2005	3,132,917	8/22/2006
POWERLET	78/697,330	8/22/2005	3,192,069	1/2/2007
TRAIL NP	77/789,964	7/27/2009	3,868,841	10/26/2010
NITRO PISTON & LOGO 	77/739,177	5/18/2009	3,820,364	7/20/2010
VERDICT	77/725,805	4/30/2000	3,769,157	3/30/2010
NITRO PISTON	77/725,803	4/30/2009	3,868,248	10/26/2010
GAME FACE	77/675,494	2/22/2009	4,472,897	1/28/2014
VANTAGE	77/640,780	12/29/2008	3,732,584	12/29/2009

Trademark	Serial No.	App. Date	Registration	Registration Date
RECRUIT	77/561,924	9/4/2008	3,723,411	12/8/2009
MARAUDER	77/550,345	8/19/2008	3,710,040	11/10/2009
RAVEN	77/456,664	4/24/2008	3,607,370	4/14/2009
SUPER STREAK	77/324,861	11/8/2007	3,609,646	4/21/2009
TETON	77/324,824	11/8/2007	3,522,195	10/21/2008
BRISTOL	77/324,780	11/8/2007	3,517,857	10/14/2008
DISCOVERY	77/308,641	10/19/2007	3,522,143	10/21/2008
SUMMER HOUSE	77/124,051	3/7/2007	3,429,555	5/20/2008
DUAL FUEL	77/113,123	2/22/2007	3,463,329	7/8/2008
AIRSOURCE	76/445,717	8/30/2002	2,818,954	3/2/2004
REPEATAIR	75/752,052	7/15/1999	2,479,041	8/21/2001
CROSBLOCK	75/240,072	2/11/1997	2,182,963	8/18/1998
COPPERHEAD	75/013,703	11/1/1995	2,054,289	4/22/1997
SPRINGMASTER	74/589,165	10/21/1994	1,984,684	7/2/1996
POWERMASTER	74/472,449	12/22/1993	1,860,855	11/1/1994
PUMPMASTER	74/472,448	12/22/1993	1,866,921	12/13/1994
BLUE STREAK	74/280,540	6/01/1992	1,785,446	8/03/1993
SHERIDAN	74/280,539	6/1/1992	1,789,292	8/24/1993
VISIBLE IMPACT	74/186,786	7/22/1991	1,716,028	9/15/1992
CHALLENGER	73/501,401	9/27/1984	1,336,551	5/21/1985
COPPERHEAD	73/252,573	3/4/1980	1,163,642	8/4/1981
PELLGUNOIL	73/233,595	9/28/1979	1,156,061	6/2/1981
CROSMAN	72/431,821	8/7/1972	975,285	12/25/1973
BENJAMIN	72/007,741	5/7/1956	639,534	1/8/1957