

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAMELBAK PRODUCTS, LLC		08/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
JIMMY STYKS LLC		08/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET STREET, 5TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85464026	JIMMY STYKS
Registration Number:	4202809	ALL CLEAR
Registration Number:	3905651	ANTIDOTE
Registration Number:	3752944	ARMORBAK
Registration Number:	4656765	BAK
Registration Number:	4135697	CAMELBAK
Registration Number:	4656766	CAMELBAK
Registration Number:	2098505	CAMELBAK
Registration Number:	3184821	CAMELBAK
Registration Number:	1576430	CAMELBAK
Registration Number:	4569528	CHUTE
Registration Number:	4211153	EDDY
Registration Number:	4656800	FORGE
Serial Number:	86487694	GOT YOUR BAK
Registration Number:	3946207	GROOVE
Registration Number:	2280986	H.A.W.G.
Registration Number:	1770112	HYDRATE OR DIE

CH \$690.00 85464026

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2119077	HYDROBAK
Registration Number:	3404241	HYDROBAK
Registration Number:	2305501	M.U.L.E.
Registration Number:	2147571	MAXIMUM
Registration Number:	3615706	PODIUM
Registration Number:	3764093	RACEBAK
Registration Number:	4565052	RELAY
Registration Number:	3764732	SHREDBAK
Registration Number:	1975076	THERMOBAK
Registration Number:	3765094	VELOBAK

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 5822/150 (97612/23572)

NAME OF SUBMITTER: BENJAMIN PETERSEN

SIGNATURE: /BENJAMIN PETERSEN/

DATE SIGNED: 08/13/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated August 11, 2015, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of Bank of America, N.A. ("*Bank of America*"), as Administrative Agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Vista Outdoor Inc., a Delaware corporation, has entered into a Credit Agreement dated as of December 19, 2014 (as amended by the First Amendment to the Credit Agreement dated as of February 6, 2015, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Administrative Agent, and the other Agents and the Arrangers party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered or otherwise become bound by that certain Security Agreement dated February 9, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated February 9, 2015 (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, each 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 such 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 and other U.S. governmental authorities.

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

Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- i. the patents and patent applications set forth on Schedule A hereto (the "*Patents*");
- ii. the trademark and service mark registrations and applications set forth on Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

iii. 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*”);

iv. 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;

v. 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

vi. 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.

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

C. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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.

D. 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.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each 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.

F. 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, each 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.

CamelBak Products, LLC

By: 

Name: Stephen Nolan

Title: Chief Financial Officer

Jimmy Styks LLC

By: 

Name: Stephen Nolan

Title: Chief Financial Officer

{Signature Page to IP Security Agreement Supplement}

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

Patents

I. Patents

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Jimmy Styks LLC	VENTING APPARATUS FOR A FLOATING BOARD	U.S.	8727824	13/271,128	October 11, 2011	May 20, 2014
CamelBak Products, LLC	PERSONAL HYDRATION DEVICE WITH IMPROVED EXIT VALVE	U.S.	5,727,714	08/703,862	8/27/1996	3/17/1998
CamelBak Products, LLC	PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	U.S.	6,070,767	09/118,196	7/17/1998	6/6/2000
CamelBak Products, LLC	PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	U.S.	6,032,831	09/151,493	9/11/1998	3/7/2000
CamelBak Products, LLC	PERSONAL HYDRATION SYSTEM WITH AN IMPROVED MOUTHPIECE	U.S.	6,364,168	09/519,302	3/6/2000	4/2/2002
CamelBak Products, LLC	HYDRATION SYSTEM WITH IMPROVED FLUID DELIVERY SYSTEM	U.S.	6,497,348	09/902,792	7/10/2001	12/24/2002
CamelBak Products, LLC	HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	U.S.	6,675,998	09/902,935	7/10/2001	1/13/2004
CamelBak Products, LLC	NECK-SUPPORTED FLUID RESERVOIR, HYDRATION SYSTEMS AND PACK ASSEMBLIES INCLUDING THE SAME	U.S.	6,820,780	10/611,088	6/30/2003	11/23/2004
CamelBak Products, LLC	HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	U.S.	7,070,075	10/951,457	9/27/2004	7/4/2006
CamelBak Products, LLC	HYDRATION SYSTEM WITH IMPROVED FLUID RESERVOIR	U.S.	7,063,243	10/952,227	9/27/2004	6/20/2006
CamelBak Products, LLC	PERSONAL HYDRATION SYSTEM WITH COMPONENT CONNECTIVITY	U.S.	6,908,015	10/267,036	10/7/2002	6/21/2005
CamelBak Products, LLC	PERSONAL HYDRATION SYSTEM WITH COMPONENT	U.S.	7,073,688	10/617,879	7/9/2003	7/11/2006

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
	CONNECTIVITY					
CamelBak Products, LLC	DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	U.S.	7,533,783	11/313,488	12/20/2005	5/19/2009
CamelBak Products, LLC	DRINK BOTTLES WITH BITE-ACTUATED MOUTHPIECES	U.S.	8,622,237	11/588,476	10/26/2006	1/7/2014
CamelBak Products, LLC	DRINK BOTTLES	U.S.	8,777,048	12/133,954	6/5/2008	7/15/2014
CamelBak Products, LLC	DRINK BOTTLES	U.S.		14/329,096	7/11/2014	
CamelBak Products, LLC	BITE-ACTUATED MOUTHPIECE (Design)	U.S.	D547,606	29/236,004	8/9/2005	7/31/2007
CamelBak Products, LLC	DRINK BOTTLE CAP (Design)	U.S.	D547,607	29/236,005	8/9/2005	7/31/2007
CamelBak Products, LLC	DRINK CONTAINERS	U.S.	8,191,727	12/357,114	1/21/2009	6/5/2012
CamelBak Products, LLC	DRINK CONTAINERS	U.S.	8,469,226	13/479,962	5/24/2012	6/25/2013
CamelBak Products, LLC	DRINK CONTAINERS	U.S.	8,469,226	13/620,078	9/14/2012	6/25/2013
CamelBak Products, LLC	METHODS OF ASSEMBLING MULTI-LAYERED DRINK-CONTAINERS	U.S.	8,252,224	12/465,015	5/13/2009	8/28/2012
CamelBak Products, LLC	PERSONAL HYDRATION SYSTEMS, DRYER MECHANISMS FOR USE WITH PERSONAL HYDRATION SYSTEMS, AND METHODS OF DRYING PERSONAL HYDRATION SYSTEM RESERVOIRS	U.S.	8,177,097	12/633,691	12/8/2009	5/15/2012
CamelBak Products, LLC	BOTTLE CAP (Design)	U.S.	D707,124	29/417,283	4/2/2012	6/17/2014
CamelBak Products, LLC	PITCHER (Design)	U.S.	D708,888	29/445,014	2/6/2013	7/15/2014
CamelBak Products, LLC	PITCHER BODY (Design)	U.S.	D708,887	29/445,015	2/6/2013	7/15/2014
CamelBak	PITCHER LID (Design)	U.S.	D707,082	29/445,016	2/6/2013	6/27/2014

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Products, LLC						
CamelBak Products, LLC	FILTER HOUSING FOR A WATER FILTRATION PITCHER (Design)	U.S.	D709,592	29/445,089	2/7/2013	7/22/2014
CamelBak Products, LLC	DRINK CONTAINERS WITH CLOSURE RETENTION MECHANISMS	U.S.	8,905,252	14/199,817	3/6/2014	12/9/2014
CamelBak Products, LLC	BEVERAGE CONTAINER CAP DRINK SPOUT (Design)	U.S.	D719,444	29/461,791	7/26/2013	12/16/2014
CamelBak Products, LLC	BEVERAGE CONTAINER CAP (Design)	U.S.	D719,780	29/461,793	7/26/2013	12/23/2014
CamelBak Products, LLC	BEVERAGE CONTAINER CAP (Design)	U.S.	D716,657	29/461,855	7/29/2013	11/4/2014
CamelBak Products, LLC	BEVERAGE CONTAINER CAP CLOSURE (Design)	U.S.	D719,445	29/461,857	7/29/2013	12/16/2014
CamelBak Products, LLC	SPORTS BOTTLE (Design)	U.S.	D732,392	29/479,701	1/17/2014	6/23/2015
CamelBak Products, LLC	BOTTLE CLOSURE (Design)	U.S.	D719,827	29/479,706	1/17/2014	12/23/2014

**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>
Jimmy Styks LLC	JIMMY STYKS (Stylized/Design)	U.S.	Trademark	85-464,026		November 3, 2011	April 21, 2015
CamelBak Products, LLC	ALL CLEAR	U.S.	Trademark	4,202,809		May 26, 2010	September 4, 2012
CamelBak Products, LLC	ANTIDOTE	U.S.	Trademark	3,905,651		February 4, 2010	January 11, 2011
CamelBak Products, LLC	ARMORBAK	U.S.	Trademark	3,752,944		July 10, 2008	February 23, 2010
CamelBak Products, LLC	BAK	U.S.	Trademark	4,656,765		November 13, 2012	December 16, 2014
CamelBak Products, LLC	CAMELBAK	U.S.	Trademark	4,135,697		December 19, 2006	May 1, 2012
CamelBak Products, LLC	CAMELBAK	U.S.	Trademark	4,656,766		November 13, 2012	December 16, 2014
CamelBak Products, LLC	CAMELBAK	U.S.	Trademark	2,098,505		November 8, 1993	September 23, 1997
CamelBak Products, LLC	CAMELBAK	U.S.	Trademark	3,184,821		May 2, 2005	December 12, 2006
CamelBak Products, LLC	CAMELBAK	U.S.	Trademark	1,576,430		May 5, 1989	January 9, 1990
CamelBak Products, LLC	CHUTE	U.S.	Trademark	4,569,528		May 3, 2013	July 15, 2014
CamelBak Products, LLC	EDDY	U.S.	Trademark	4,211,153		June 15, 2011	September 18, 2012
CamelBak Products, LLC	FORGE	U.S.	Trademark	4,656,800		January 16, 2013	December 16, 2014
CamelBak Products, LLC	GOT YOUR BAK	U.S.	Trademark		86/487,694	December 22, 2014	
CamelBak Products, LLC	GROOVE	U.S.	Trademark	3,946,207		May 26, 2010	April 12, 2011
CamelBak Products, LLC	H.A.W.G.	U.S.	Trademark	2,280,986		July 6, 1998	September 28, 1999
CamelBak Products, LLC	HYDRATE OR DIE	U.S.	Trademark	1,770,112		September 23, 1992	May 11, 1993
CamelBak Products, LLC	HYDROBAK	U.S.	Trademark	2,119,077		June 13, 1996	December 9, 1997
CamelBak Products, LLC	HYDROBAK	U.S.	Trademark	3,404,241		December 19, 2006	April 1, 2008
CamelBak Products, LLC	M.U.L.E.	U.S.	Trademark	2,305,501		April 27, 1998	January 4, 2000
CamelBak Products, LLC	MAXIMUM	U.S.	Trademark	2,147,571		May 7, 1997	March 31, 1998
CamelBak Products, LLC	PODIUM	U.S.	Trademark	3,615,706		September 29, 2008	May 5, 2009
CamelBak Products, LLC	RACEBAK	U.S.	Trademark	3,764,093		April 14, 2009	March 23, 2010
CamelBak	RELAY	U.S.	Trademark	4,565,052		January 9, 2013	July 8, 2014

<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>
Products, LLC							
CamelBak Products, LLC	SHREDBAK	U.S.	Trademark	3,764,732		November 20, 2008	March 23, 2010
CamelBak Products, LLC	THERMOBAK	U.S.	Trademark	1,975,076		July 17, 1995	May 21, 1996
CamelBak Products, LLC	VELOBAK	U.S.	Trademark	3,765,094		February 26, 2009	March 23, 2010
Jimmy Styks LLC	www.jimmystyks.com	U.S.	Domain Name				
CamelBak Products, LLC	camelback.com	U.S.	Domain Name				
CamelBak Products, LLC	camelback.biz	U.S.	Domain Name				
CamelBak Products, LLC	camelbak.com	U.S.	Domain Name				
CamelBak Products, LLC	camelbak.info	U.S.	Domain Name				
CamelBak Products, LLC	camelbak.org	U.S.	Domain Name				
CamelBak Products, LLC	camelbakcentral.com	U.S.	Domain Name				
CamelBak Products, LLC	camelbakdealer.com	U.S.	Domain Name				
CamelBak Products, LLC	camelbakretailer.com	U.S.	Domain Name				
CamelBak Products, LLC	camelbakretailer.net	U.S.	Domain Name				
CamelBak Products, LLC	camelbaks.biz	U.S.	Domain Name				
CamelBak Products, LLC	camelbaksurvey.com	U.S.	Domain Name				
CamelBak Products, LLC	camelbakvpn.com	U.S.	Domain Name				
CamelBak Products, LLC	choosetore-use.com	U.S.	Domain Name				
CamelBak Products, LLC	choosetore-use.net	U.S.	Domain Name				
CamelBak Products, LLC	choosetore-use.org	U.S.	Domain Name				
CamelBak Products, LLC	choosetoreuse.net	U.S.	Domain Name				
CamelBak Products, LLC	choosetoreuse.us	U.S.	Domain Name				
CamelBak Products, LLC	gogreenargyle.com	U.S.	Domain Name				
CamelBak Products, LLC	hydrateordie.com	U.S.	Domain Name				
CamelBak Products, LLC	sustainablehydration.com	U.S.	Domain Name				

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

None.

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