

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488627

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		08/31/2018	Bank:

RECEIVING PARTY DATA

Name:	Bushnell Inc.
Street Address:	9200 Cody St.
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66214
Entity Type:	Corporation: DELAWARE
Name:	Bushnell Outdoor Products SAS
Street Address:	9200 Cody St.
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66214
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3127873	AXIS
Registration Number:	2662916	BOLLÉ
Registration Number:	2916363	BOLLÉ
Registration Number:	913144	CARBO GLAS
Registration Number:	2520510	COMPETIVISION
Registration Number:	2774820	EAGLEVISION 2
Registration Number:	2761834	EQUALIZER
Registration Number:	2771698	FLOW-TECH
Registration Number:	4621304	INNOVATIVE VISION
Registration Number:	5037627	MESSENGER
Registration Number:	4413560	OSMOZ
Registration Number:	4879289	PLATINUM
Registration Number:	2358250	SANDSTONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3722392	SNAKES
Registration Number:	4934306	SPORT PROTECTIVE
Registration Number:	5037628	THE ONE
Registration Number:	2369154	THERMOGRIP
Registration Number:	2218144	VERMILLON
Registration Number:	2710932	555NM
Registration Number:	1987935	CEBE
Registration Number:	2457022	
Registration Number:	1702950	DRIVERS
Registration Number:	2861826	S
Registration Number:	2793764	SEDONA
Registration Number:	1251022	SERENGETI
Registration Number:	2547568	SERENGETI
Registration Number:	4428504	S E R E N G E T I VARIODRIVE THIN DESIGN
Registration Number:	1515259	SPECTRAL CONTROL
Registration Number:	4456732	THE WORLD'S FINEST DRIVING SUNGLASSES
Registration Number:	4503985	B
Registration Number:	2965119	BOLLÉ
Registration Number:	3140202	BOLLÉ 4EVER
Registration Number:	4435071	IF YOU NEVER TRY, YOU'LL NEVER SEE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@coagencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F179109 TM REL
NAME OF SUBMITTER:	Connor Wise
SIGNATURE:	/Connor Wise/
DATE SIGNED:	09/05/2018

Total Attachments: 5

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PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS dated as of August 31, 2018 (this "Partial Release"), by BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") in favor of BUSHNELL INC. ("Bushnell") and BUSHNELL OUTDOOR PRODUCTS SAS, ("Bushnell Products") and together with Bushnell, the "Grantors"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement (as defined below).

A. Reference is made (i) that certain Amended and Restated Credit Agreement dated as of April 1, 2016, as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of May 9, 2017 and that certain Second Amendment to Amended and Restated Credit Agreement, dated as of May 14, 2018 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Credit Agreement"), among Vista Outdoor Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Bank of America, N.A., as Administrative Agent for the Lenders (the "Administrative Agent"), (ii) that certain Amended and Restated Security Agreement dated as of April 1, 2016 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the "Security Agreement"), among the Borrower, Bushnell, the other subsidiaries of the Borrower from time to time party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties and (iii) the Intellectual Property Security Agreement dated April 1, 2016, among Bushnell and the other grantors listed therein and the Administrative Agent (the "IP Security Agreement") and together with the Credit Agreement and the Security Agreement, the "Security Documents").

B. Pursuant to the Security Documents, the Grantors granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest in all right, title or interest of the Grantors in, among other things, the patents and trademarks of the Grantors set forth on Schedule I (the "Released IP Collateral"), which security interests were recorded with the United States Patent & Trademark Office on April 12, 2016 at Reel/Frame 5769/0823.

C. The Grantors hereby notify the Administrative Agent that Bushnell is party to that certain Stock Purchase Agreement dated as of July 2, 2018 (the "Acquisition Agreement"), by and among Bushnell, Bushnell Performance Optics Asia Limited ("Bushnell HK", together with Bushnell, the "Sellers"), Bolle Inc., a Delaware corporation ("Bolle"), Serengeti Eyewear, Inc., a New York corporation ("Serengeti") and Bushnell Outdoor Products Japan Limited ("Bushnell Japan", together with Bolle and Serengeti, the "Target Entities"), Antelope Brands Bidco Inc., a Delaware corporation (the "Purchaser"), and solely for purposes of Section 11.18 of the Acquisition

Agreement, the Borrower, pursuant to which the Sellers have agreed to transfer the Target Shares (as defined in the Acquisition Agreement) to the Purchaser.

Pursuant to Section 29 of the Security Agreement, and acting in reliance upon (i) that certain Officer's Certificate dated the date hereof, the Administrative Agent does hereby release, relinquish and discharge any and all security interests it has against the Released IP Collateral, and hereby reassigns to the Grantors any and all right, title, and interest that the Administrative Agent may have in or to such Release Patent Collateral, provided, however, that it is understood and agreed that such release, relinquishment, discharge and reassignment is made without recourse, representation, warranty or other assurance of any kind (express or implied).

This Partial Release is applicable only and solely with respect to the Released IP Collateral and to no other collateral arising under the IP Security Agreement or the Security Agreement (such collateral, the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the IP Security Agreement and the Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the IP Security Agreement and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

The Administrative Agent hereby authorizes the Borrower and the Grantors and their successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office and other necessary filings, in each case at the expense of the Borrower, to evidence the release and termination of the Administrative Agent's security interests in the Released IP Collateral.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as
Administrative Agent

By:

Name:

Title:

[Signature Page to Partial IP Release]

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TRADEMARK
REEL: 006454 FRAME: 0979

Schedule I

Patents

Owner Name	Title	Application Number	Filing Date	Patent No.	Issue Date
Bushnell Inc.	Goggle Clip	10/835645	4/30/2004	6928663	8/16/2005
Bushnell Inc.	Adjustable Nose Pad System	11/382782	5/11/2006	7497570	3/3/2009
Bushnell Inc.	Pinless Hinge For Eyewear	12/914361	10/28/2010	8371692	2/12/2013
Bushnell Inc.	Eyewear With Extendable Protective Element	13/230952	9/13/2011	8641189	2/4/2014

Trademarks

Owner Name	Title	Application Number	Filing Date	Trademark No.	Registration Date
Bushnell Inc.	AXIS	78/488008	9/22/2004	3127873	8/8/2006
Bushnell Inc.	BOLLE	76/368246	2/8/2002	2662916	12/17/2002
Bushnell Inc.	BOLLE	78/332906	11/25/2003	2916363	1/4/2005
Bushnell Inc.	CARBO GLAS	72/333700	7/28/1969	913144	6/8/1971
Bushnell Inc.	COMPETIVISION	75/477404	4/30/1998	2520510	12/18/2001
Bushnell Inc.	EAGLEVISION 2	76/416436	6/3/2002	2774820	10/21/2003
Bushnell Inc.	EQUALIZER	78/157698	8/26/2002	2761834	9/9/2003
Bushnell Inc.	FLOW-TECH	78/164793	9/17/2002	2771698	10/7/2003
Bushnell Inc.	INNOVATIVE VISION	86/286365	5/20/2014	4621304	10/14/2014
Bushnell Inc.	MESSENGER	86/667318	6/18/2015	5037627	9/6/2016
Bushnell Inc.	OSMOZ	85/794557	12/4/2012	4413560	10/8/2013
Bushnell Inc.	PLATINUM	86/141124	12/11/2013	4879289	1/5/2016
Bushnell Inc.	SANDSTONE	75/428152	2/3/1998	2358250	6/13/2000
Bushnell Inc.	SNAKES	78/209586	1/31/2003	3722392	12/8/2009
Bushnell Inc.	SPORT PROTECTIVE	86/396694	9/16/2014	4934306	4/5/2016
Bushnell Inc.	THE ONE	86/667393	6/18/2015	5037628	9/6/2016
Bushnell Inc.	THERMOGRIP	75/428151	2/3/1998	2369154	7/18/2000
Bushnell Inc.	VERMILLON	75/243872	2/19/1997	2218144	1/19/1999
Bushnell Inc.	555nm	76/369165	2/11/2002	2710932	4/29/2003
Bushnell Inc.	CEBE & design	74/567558	8/30/1994	1987935	7/23/1996
Bushnell Inc.	DESIGN ONLY (Tripode)	75/898024	1/19/2000	2457022	6/5/2001
Bushnell Inc.	DRIVERS	74/172296	6/3/1991	1702950	7/28/1992
Bushnell Inc.	S Stylized	75/384739	11/4/1997	2861826	7/13/2004
Bushnell Inc.	SEDONA	76/369296	2/11/2002	2793764	12/16/2003
Bushnell Inc.	SERENGETI	73/353095	3/5/1982	1251022	9/13/1983
Bushnell Inc.	SERENGETI	75/415084	1/8/1998	2547568	3/12/2002
Bushnell Inc.	SERENGETI VARIODRIVE THIN DESIGN & Design	85/873991	3/12/2013	4428504	11/5/2013
Bushnell Inc.	SPECTRAL CONTROL	73/726852	5/6/1988	1515259	12/6/1988
Bushnell Inc.	THE WORLD'S	85/715126	8/28/2012	4456732	12/24/2013

Owner Name	Title	Application Number	Filing Date	Trademark No.	Registration Date
	FINEST DRIVING SUNGLASSES				
Bushnell Outdoor Products SAS	B (Stylized)	85/767825	10/31/2012	4503985	4/1/2014
Bushnell Outdoor Products SAS	BOLLE	78/380502	3/8/2004	2965119	7/5/2005
Bushnell Outdoor Products SAS	BOLLE 4EVER	78/503929	10/21/2004	3140202	9/5/2006
Bushnell Outdoor Products SAS	IF YOU NEVER TRY, YOU'LL NEVER SEE	85/767843	10/31/2012	4435071	11/19/2013

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