

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUCK KNIVES, INC.		06/18/2019	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	299 S. Main Street
Internal Address:	6th Floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84145-0490
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	5385567	GLACIER
Registration Number:	3990089	GENT
Registration Number:	1665411	ODYSSEY
Registration Number:	5095573	FLUID
Registration Number:	5548946	110 AUTO KNIFE
Registration Number:	5635853	ABYSS
Registration Number:	3301860	ALPHA DORADO
Registration Number:	2715455	ALPHA HUNTER
Registration Number:	5082776	APEX
Registration Number:	3092287	ASAP TECHNOLOGY
Registration Number:	3153979	BANTAM
Registration Number:	5489516	BLACKOUT CROSSLOCK
Registration Number:	3990107	BONES
Registration Number:	5149660	BOW TRX
Registration Number:	5078559	BRAHMA
Registration Number:	1241821	BUCK
Registration Number:	1761042	BUCK

CH \$1890.00 5385567

Property Type	Number	Word Mark
Registration Number:	1890347	BUCK COLLECTORS CLUB
Registration Number:	2054816	BUCK KNIVES
Registration Number:	4058884	BUCK ZIPPER
Registration Number:	1275864	BUCKLITE
Registration Number:	3628607	BUCKLITE MAX
Registration Number:	2712592	BUCKLOCK
Registration Number:	1351373	CADET
Registration Number:	4451109	CLEARWATER
Registration Number:	3836111	COMFORTCRAFT
Registration Number:	5538073	COMPADRE FROE
Registration Number:	1283071	COMPANION
Registration Number:	1904903	CROSSLOCK
Registration Number:	3910962	CSAR-T
Registration Number:	5343768	EDGE OF A LEGEND
Registration Number:	4447816	ENDEAVOR
Registration Number:	3633046	ERGOHUNTER
Registration Number:	3546387	EST. B 1902
Registration Number:	3629798	EST. B 1902 BUCK KNIVES
Registration Number:	3656855	FIRST SHOP
Registration Number:	4080965	FLASHPOINT
Registration Number:	1343846	FOLDING HUNTER
Registration Number:	1275861	GENERAL
Registration Number:	5475254	GRADUATE
Registration Number:	4554519	HARVEST SERIES
Registration Number:	3656856	IMPULSE
Registration Number:	3372608	INTREPID
Registration Number:	3989982	LUX
Registration Number:	4066037	OMNI HUNTER
Registration Number:	3990122	PAKLITE
Registration Number:	5082825	PAKLITE ELITE
Registration Number:	5114153	PAKLITE TROPHY KIT
Registration Number:	3764281	PARADIGM
Registration Number:	1285000	PATHFINDER
Registration Number:	1275862	PRINCE
Registration Number:	3773407	QUICKFIRE
Registration Number:	4447814	REAPER
Registration Number:	3990109	REDPOINT
Registration Number:	5646226	RIVAL

Property Type	Number	Word Mark
Registration Number:	4062476	SAFESPIN
Registration Number:	5095569	SELECTOR
Registration Number:	4838411	SELKIRK
Registration Number:	4451221	SENTRY
Registration Number:	3825710	SHIFT MECHANISM
Registration Number:	3625977	SMIDGEN
Registration Number:	4066003	SOLITAIRE
Registration Number:	1285001	SPECIAL
Registration Number:	4566435	SPITFIRE
Registration Number:	4564190	SPLIZZORS
Registration Number:	1275858	STOCKMAN
Registration Number:	3301861	THE 55
Registration Number:	1944585	THE NIGHTHAWK
Registration Number:	4451105	THUG
Registration Number:	5152936	TRIGGER
Registration Number:	4095467	VANGUARD
Registration Number:	3990121	VANTAGE
Registration Number:	1313181	WOODSMAN
Registration Number:	3668511	X-TRACT ESSENTIAL
Registration Number:	3613313	X-TRACT FIN

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.

Phone: 3032958399

Email: docket@hollandhart.com

Correspondent Name: Sanna L. Deerrose

Address Line 1: P.O. Box 8749

Address Line 2: Attention: Trademark Docketing

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	38522.0592
NAME OF SUBMITTER:	Sanna L. Deerrose
SIGNATURE:	/Sanna L. Deerrose/
DATE SIGNED:	07/15/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of June 18, 2019, is made by BUCK KNIVES, INC., a Nevada corporation (“**Debtor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Bank**”), as a secured party under the Security Agreement (as defined below).

WHEREAS, Debtor and Bank have entered into that certain amended and restated Security Agreement: Business Assets dated as of April 23, 2018 (the “**Security Agreement**”), in connection with that certain Credit Agreement, dated as of April 23, 2018, as amended by that certain First Amendment to Credit Agreement dated as of August 1, 2018, that certain Forbearance Agreement and Amendment dated as of April 2, 2019, that certain Third Amendment to Credit Agreement dated as of May 1, 2019, and that certain Fourth Amendment to Credit Agreement dated as of June 18, 2019 (as so amended and as amended, modified, or supplemented from time to time, the “**Credit Agreement**”).

WHEREAS, under the terms of the Security Agreement, Debtor has granted to the Bank a security interest in, among other property, certain general intangibles of Debtor and has agreed to execute and deliver this Trademark Security Agreement for recording with certain governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Debtor hereby grants and transfers to Bank a security interest in all of Debtor’s right, title and interest in, to and under the following (the “**Trademark Collateral**”):

(a) general intangibles, including, without limitation, all trademarks, trade names, service marks, and all designs and general intangibles of like nature together with the goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, including all applications, registrations, and recordings in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule A attached hereto, and

(b) all additions, renewals and replacements of the foregoing, including, without limitation, all proceeds thereof, including whatever is acquired when any of the Trademark Collateral or proceeds thereof are sold, licensed, or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including, without limitation, (i) all rights to payment however evidenced, (ii) all goods returned by or repossessed from Debtor’s customers, (iii) rights arising out of the Trademark Collateral, (iv) claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but not obligation, to sue for such legal and equitable relief and to collect,

or otherwise recover, any such damages to, the Trademark Collateral, (v) insurance payable by reason of the loss or infringement of rights in, or damage to, the Trademark Collateral, (vi) returned insurance premiums, and (vii) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing.

2. Recordation. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Bank.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement in electronic format shall be effective as delivery of a manually-executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

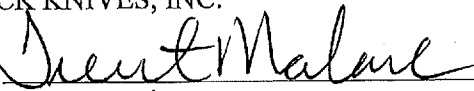
6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, EXCEPT TO THE EXTENT THAT THE APPLICABILITY OF ANY SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE, SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING.

[Signature Page Follows]

The parties hereto have executed this TRADEMARK SECURITY AGREEMENT as of June 18, 2019.

DEBTOR:

BUCK KNIVES, INC.

By: 

Name: Trent Malone

Title: Chief Financial Officer

Address for Notices:

660 S. Lochsa Street

Post Falls, ID 83854-5200

AGREED TO AND ACCEPTED:

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Gregory J. Mondon

Title: Senior Vice President

Address for Notices:

Credit Resolution Group


MAC #U1228-062




299 S. Main Street, 6th Floor

Salt Lake City, UT 84145-0490

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration Number	Registration Date
1. GLACIER	5385567	January 23, 2018
2. GENT	3990089	July 5, 2011
3. ODYSSEY	1665411	November 19, 1991
4. FLUID	5095573	December 6, 2016
5. 110 AUTO KNIFE	5548946	August 28, 2018
6. ABYSS	5635853	December 25, 2018
7. ALPHA DORADO	3301860	October 2, 2007
8. ALPHA HUNTER	2715455	May 13, 2003
9. APEX	5082776	November 15, 2016
10. ASAP TECHNOLOGY	3092287	May 16, 2006
11. BANTAM	3153979	October 10, 2006
12. BLACKOUT CROSSLOCK	5489516	June 12, 2018
13. BONES	3990107	July 5, 2011
14. BOW TRX	5149660	February 28, 2017
15. BRAHMA	5078559	November 8, 2016
16. BUCK	1241821	June 14, 1983
17. BUCK	1761042	March 30, 1993
18. BUCK COLLECTORS CLUB and Design	1890347	April 18, 1995
19. 		

Trademark	Registration Number	Registration Date
20. BUCK KNIVES and Design 21. 	2054816	April 22, 1997
22. BUCK ZIPPER	4058884	November 22, 2011
23. BUCKLITE	1275864	May 1, 1984
24. BUCKLITE MAX	3628607	May 26, 2009
25. BUCKLOCK	2712592	May 6, 2003
26. CADET	1351373	July 30, 1985
27. CLEARWATER	4451109	December 17, 2013
28. COMFORTCRAFT	3836111	August 17, 2010
29. COMPADRE FROE	5538073	August 14, 2018
30. COMPANION	1283071	June 26, 1984
31. CROSSLOCK	1904903	July 11, 1995
32. CSAR-T	3910962	January 25, 2011
33. EDGE OF A LEGEND	5343768	November 28, 2017
34. ENDEAVOR	4447816	December 10, 2013
35. ERGOHUNTER	3633046	June 2, 2009
36. EST. B 1902 and Design 37. EST.  1902	3546387	December 16, 2008
38. EST. B 1902 BUCK KNIVES and Design 39. 	3629798	June 2, 2009

Trademark	Registration Number	Registration Date
40. FIRST SHOP	3656855	July 21, 2009
41. FLASHPOINT	4080965	January 3, 2012
42. FOLDING HUNTER	1343846	June 25, 1985
43. GENERAL	1275861	May 1, 1984
44. GRADUATE	5475254	May 22, 2018
45. HARVEST SERIES	4554519	June 24, 2014
46. IMPULSE	3656856	July 21, 2009
47. INTREPID	3372608	January 22, 2008
48. LUX	3989982	July 5, 2011
49. OMNI HUNTER	4066037	December 6, 2011
50. PAKLITE	3990122	July 5, 2011
51. PAKLITE ELITE	5082825	November 15, 2016
52. PAKLITE TROPHY KIT	5114153	January 3, 2017
53. PARADIGM	3764281	March 23, 2010
54. PATHFINDER	1285000	July 10, 1984
55. PRINCE	1275862	May 1, 1984
56. QUICKFIRE	3773407	April 6, 2010
57. REAPER	4447814	December 10, 2013
58. REDPOINT	3990109	July 5, 2011
59. RIVAL	5646226	January 8, 2019
60. SAFESPIN	4062476	November 29, 2011
61. SELECTOR	5095569	December 6, 2016
62. SELKIRK	4838411	October 20, 2015
63. SENTRY	4451221	December 17, 2013
64. SHIFT MECHANISM	3825710	July 27, 2010

Trademark	Registration Number	Registration Date
65. SMIDGEN	3625977	May 26, 2009
66. SOLITAIRE	4066003	December 6, 2011
67. SPECIAL	1285001	July 10, 1984
68. SPITFIRE	4566435	July 15, 2014
69. SPLIZZORS	4564190	July 8, 2014
70. STOCKMAN	1275858	May 1, 1984
71. THE 55	3301861	October 2, 2007
72. THE NIGHTHAWK	1944585	December 26, 1995
73. THUG	4451105	December 17, 2013
74. TRIGGER	5152936	February 28, 2017
75. VANGUARD	4095467	February 7, 2012
76. VANTAGE	3990121	July 5, 2011
77. WOODSMAN	1313181	January 8, 1985
78. X-TRACT ESSENTIAL	3668511	August 18, 2009
79. X-TRACT FIN	3613313	April 28, 2009

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