# ETAS ID: TM582154

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

TRADEMARK ASSIGNMENT COVER SHEET

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Feradyne Outdoors, LLC		06/19/2020	Limited Liability Company: DELAWARE
Eastman Outdoors, LLC		06/19/2020	Limited Liability Company: MICHIGAN
Wac 'Em Broadheads, LLC		06/19/2020	Limited Liability Company: DELAWARE
FL Archery Holdings LLC		06/19/2020	Limited Liability Company: MINNESOTA
Field Logic, LLC		06/19/2020	Limited Liability Company: WISCONSIN
Muzzy Outdoors, LLC		06/19/2020	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Owl Rock Capital Corporation
Street Address:	399 Park Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

#### **PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	5998190	SWITCHBLADE
Registration Number:	5565985	TANK
Registration Number:	5537389	SYNAPSE
Registration Number:	5629295	WRIST ASSIST
Registration Number:	5401080	SLIPCAM
Registration Number:	5515751	FALL DEFENSE LINE
Registration Number:	5628820	FLEX FIT
Registration Number:	5629611	ADRENALINE
Registration Number:	5476955	BONNIE

TRADEMARK

**REEL: 006974 FRAME: 0834** 

Property Type	Number	Word Mark
Registration Number:	5476956	CLYDE
Registration Number:	5493541	MALICE
Registration Number:	5487904	PILEDRIVER
Registration Number:	5348044	FOLDBACK
Registration Number:	5697877	FIT
Registration Number:	5397738	PANIC-X
Registration Number:	5397709	TRYPAN
Registration Number:	5476239	THINK LESS. HUNT MORE.
Registration Number:	5308016	SIMPLY LETHAL
Registration Number:	5387504	BLOODSHED
Registration Number:	5381401	DRAGON
Registration Number:	5635889	SHOOTER
Registration Number:	5565838	DUAL SPINE WEIGHT FORWARD
Registration Number:	4817401	THE SHARPEST, TOUGHEST, MOST ACCURATE BR
Registration Number:	3168379	WAC'EM
Registration Number:	4817403	WAC 'EM AND STACK 'EM
Serial Number:	88857827	COVERT WIRELESS
Serial Number:	88857828	COVERT WIRELESS
Serial Number:	88792803	WARHEAD
Serial Number:	88775569	ROCKY MOUNTAIN
Serial Number:	88775572	ROCKY MOUNTAIN
Serial Number:	88775577	ROCKY
Serial Number:	88647117	BACKBONE
Serial Number:	87840351	CARBONIC

#### **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:** 1-212-318-6556

**Email:** jacoblimaldi@paulhastings.com

Correspondent Name: Jacob Limaldi
Address Line 1: 200 Park Avenue

Address Line 2: Floor 26

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jacob Limaldi	
SIGNATURE:	/s/ Jacob Limaldi	
DATE SIGNED:	06/19/2020	

**Total Attachments: 9** 

source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page1.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page3.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page3.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page4.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page5.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page6.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page7.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page8.tif source=Feradyne - Intellectual Property Security Agreement (Term Loan) (2020) Executed#page8.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 19, 2020 (this "Agreement"), by FERADYNE OUTDOORS, LLC, a Delaware limited liability company ("Feradyne"), EASTMAN OUTDOORS, LLC, a Michigan limited liability company ("Eastman"), MUZZY OUTDOORS, LLC, a Delaware limited liability company ("Muzzy"), WAC'EM BROADHEADS, LLC, a Delaware limited liability company ("Wac'Em"), FL ARCHERY HOLDINGS LLC, a Minnesota limited liability company ("FL Archery") and FIELD LOGIC, LLC, a Wisconsin limited liability company ("Field Logic", and together with Feradyne, Eastman, Muzzy, Wac'Em and FL Archery, the "Grantors" and each, a "Grantor"), in favor of Owl Rock Capital Corporation as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Term Loan Agreement"), by and among Feradyne Outdoors, LLC, a Delaware limited liability company (the "Borrower"), Bowhunter Midco, LLC, a Delaware limited liability company ("Holdings"), the subsidiaries of the Borrower from time to time party thereto, as subsidiary guarantors (the "Subsidiary Guarantors") the lenders from time to time party thereto, as subsidiary guarantors (the "Subsidiary Guarantors") the lenders from time to time party thereto (the "Lenders"), Owl Rock Capital Corporation, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"), and Owl Rock Capital Advisors LLC, as lead arranger. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Term Loan Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on <u>Schedule II</u> hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
  - D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

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SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

FERADYNE OUTDOORS, LLC MUZZY OUTDOORS, LLC EASTMAN OUTDOORS, LLC WAC'EM BROADHEADS, LLC FIELD LOGIC, LLC FL ARCHERY HOLDINGS LLC

By

Naghe:

John Flanagan

Title:

Chief Financial Officer

## OWL ROCK CAPITAL CORPORATION,

in its capacity as the Term Collateral Agent

By: \_\_\_\_\_\_\_Name: Alexis Maged

Title: Authorized Signatory

### **SCHEDULE I**

#### **TRADEMARKS**

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
FeraDyne Outdoors, LLC	5998190	SWITCHBLADE
FeraDyne Outdoors, LLC	5565985	TANK
FeraDyne Outdoors, LLC	5537389	SYNAPSE
FeraDyne Outdoors, LLC	5629295	WRIST ASSIST
FeraDyne Outdoors, LLC	5401080	SLIPCAM
FeraDyne Outdoors, LLC	5515751	FALL DEFENSE LINE
FeraDyne Outdoors, LLC	5628820	FLEX FIT
FeraDyne Outdoors, LLC	5629611	ADRENALINE
FeraDyne Outdoors, LLC	5476955	BONNIE
FeraDyne Outdoors, LLC	5476956	CLYDE
FeraDyne Outdoors, LLC	5493541	MALICE
FeraDyne Outdoors, LLC	5487904	PILE DRIVER
FeraDyne Outdoors, LLC	5348044	FOLDBACK
FeraDyne Outdoors, LLC	5697877	FIT
FeraDyne Outdoors, LLC	5397738	PANIC-X
FeraDyne Outdoors, LLC	5397709	TRYPAN
FeraDyne Outdoors, LLC	5476239	THINK LESS. HUNT MORE.
FeraDyne Outdoors, LLC	5308016	SIMPLY LETHAL
FeraDyne Outdoors, LLC	5387504	BLOODSHED
FeraDyne Outdoors, LLC	5381401	DRAGON
FeraDyne Outdoors, LLC	5635889	SHOOTER
FeraDyne Outdoors, LLC	5565838	DUAL SPINE WEIGHT FORWARD
Wac 'Em Broadheads LLC	4817401	THE SHARPEST, TOUGHEST, MOST
		ACCURATE BROADHEAD EVER!
Wac 'Em Broadheads LLC	3168379	WAC'EM
Wac 'Em Broadheads LLC	4817403	Wac'Em and Stack'Em

### TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
FeraDyne Outdoors, LLC	88857827 (USE)	COVERT WIRELESS
FeraDyne Outdoors, LLC	88857828 (USE)	COVERT WIRELESS
FeraDyne Outdoors, LLC	88792803 (USE)	WARHEAD
FeraDyne Outdoors, LLC	88775569 (USE)	ROCKY MOUNTAIN
FeraDyne Outdoors, LLC	88775572 (USE)	ROCKY MOUNTAIN & Design
FeraDyne Outdoors, LLC	88775577 (USE)	ROCKY

Schedule I

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FeraDyne Outdoors, LLC	88647117 (USE)	BACKBONE
FeraDyne Outdoors LLC	87840351 (USE)	CARBONIC

### **SCHEDULE II**

#### **PATENTS**

REGISTERED OWNER	PATENT NUMBER	TITLE
Feradyne Outdoors, LLC	6942588	BROADHEAD WITH FIXED REPLACEABLE BLADES
Feradyne Outdoors, LLC	6983939	THREE DIMENSIONAL ARCHERY TARGET WITH REPLACEABLE TARGET ELEMENTS
Feradyne Outdoors, LLC	7070185	ARCHERY TARGET WITH COVERING LAYER
Eastman Outdoors, LLC	8062155	ARROWHEAD HAVING BOTH FIXED AND MECHANICALLY EXPANDABLE BLADES
Feradyne Outdoors, LLC	8661696	EYE ALIGNMENT ASSEMBLY
Feradyne Outdoors, LLC	9163895	ARROW QUIVER ASSEMBLY AND FRAME
Feradyne Outdoors, LLC	9163898	MATING ARROW MOUNTED SLIDE AND ARROW REST CRADLE ASSEMBLY FOR BOWFISHING AND BOWHUNTING
Feradyne Outdoors, LLC	9861183	EQUIPMENT CARRIER WITH EXTENSIBLE TETHER
Feradyne Outdoors, LLC	10288392	RETAINER FOR BROADHEAD BLADES
Eastman Outdoors, LLC	10295299	CROSSBOW COCKING APPARATUS
FeraDyne Outdoors, LLC	10352665	REDUCED DIAMETER BROADHEAD
FeraDyne Outdoors, LLC	10352666	COLLAR FOR A REDUCED DIAMETER BROADHEAD
FeraDyne Outdoors, LLC	10458763	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	10488145	METHOD OF MANUFACTURING A COMPOSITE ARCHERY RELEASE
FeraDyne Outdoors, LLC	10495426	BROADHEAD HAVING BOTH PIVOTING AND FIXED BLADES
FeraDyne Outdoors, LLC	10623808	BROADHEAD HAVING BOTH DEPLOYABLE AND FIXED CUTTING BLADES
Wac'Em Broadheads LLC	7011589	TRI-BLADE BROADHEAD WITH MANUALLY SHARPENABLE TROCAR TIP
Wac'Em Broadheads LLC	8382617	MULTI-BLADE BROADHEAD WITH MANUALLY- SHARPENABLE TIP
Muzzy Outdoors, LLC	D664230	BIG FISH ARROWHEAD ADAPTOR
Feradyne Outdoors, LLC	9702671	DEVICE AND METHOD FOR ILLUMINATING AN ARROW NOCK
Feradyne Outdoors, LLC	D865102	COLLAR FOR A REDUCED DIAMETER BROADHEAD
Feradyne Outdoors, LLC	D870231	BROADHEAD HAVING BOTH PIVOTING AND FIXED BLADES
Feradyne Outdoors, LLC	RE44,144 C1	EXPANDABLE BROADHEAD

PATENT APPLICATIONS

Schedule II

APPLICANT	APPLICATION NUMBER	TITLE
Feradyne Outdoors, LLC	16343491	BOWSTRING RELEASE
FeraDyne Outdoors, LLC	16564630	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	16567321	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	16568172	CUT-ON-CONTACT BROADHEAD
Field Logic, Inc.	16587813	EQUIPMENT CARRIER WITH TENSIONED
FL Archery Holdings LLC		TETHER FOR RETAINING EQUIPMENT IN AN EQUIPMENT HOLDER
FeraDyne Outdoors, LLC	29692661	COLLAR FOR A REDUCED DIAMETER BROADHEAD
FeraDyne Outdoors, LLC	29666819	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	29705461	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	29705468	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	29729891	CUT-ON-CONTACT BROADHEAD
FeraDyne Outdoors, LLC	29735946	CUT-ON-CONTACT BROADHEAD

#### **SCHEDULE III**

#### **COPYRIGHTS**

REGISTERED OWNER	APPLICATION NUMBER	TITLE
FL Archery Holdings, LLC.	VA0001672601	Antelope
FL Archery Holdings, LLC.	VA0001673935	Bear
FL Archery Holdings, LLC.	VA0001672603	Boar
FL Archery Holdings, LLC.	VA0001672640	Caribou
FL Archery Holdings, LLC.	VA0001672606	Chin-Up-Deer
FL Archery Holdings, LLC.	VA0001672599	Deer
FL Archery Holdings, LLC.	VA0001673937	Grazing Elk
FL Archery Holdings, LLC.	VA0001672608	Moose
FL Archery Holdings, LLC.	VA0001672617	Mountain Goat
Muzzy Products, Corporation <sup>1</sup>	TX0005149166	Dan & Guy Fitzgerald's hunting adventures
Muzzy Outdoors, LLC.	TXu000165785	Official rules of National Bare Bow Stump Shoot.
Eastman Outdoors, Inc. (predecessor by conversion to Eastman Outdoors, LLC)	VAu000633511	Spider web design
Eastman Outdoors, LLC	VA0002090714	Disruptive Camo Design.

#### **COPYRIGHT APPLICATIONS**

None.

Schedule III

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**RECORDED: 06/19/2020** 

<sup>&</sup>lt;sup>1</sup> Note: Muzzy Outdoors, LLC owns this copyright, but the registration record with the United States Copyright Office lists Muzzy Products as the owner.