

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Revo Brand Group, LLC		11/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Serial Number:	90831043	MASTER GUN VISE	
Serial Number:	90770063	VIZ-MAX BORE SIGHTER	
Serial Number:	90723464	TRI-MAX CLP	
Serial Number:	90585364	ARMORER'S MASTER KIT	
Serial Number:	90584762	ARMORER'S MASTER WRENCH	
Serial Number:	90482041	SMART DRIVE	
Serial Number:	90480365	ARMORER'S MASTER VISE	
Serial Number:	90390250	SMART ROD	
Serial Number:	90383944	FOUL-OUT	
Serial Number:	90372402	SPEED BRUSH	
Serial Number:	90340104	BORE-MAX	
Registration Number:	6457848	GUN-MAX	
Registration Number:	6412639	MASTER-FIT	
Registration Number:	6165308	MASTER SIGHT PUSHER	
Registration Number:	6070976	MASTER ARMORER'S MAT	
Registration Number:	6246397	LEVEL RIGHT	
Registration Number:	6038654	UPGRADE TO MASTER GRADE	
Registration Number:	6038653	MASTER GRADE	
Registration Number:	6049351	GUN TOOL CORE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	6186006	SMART TORQ
Registration Number:	6142896	GUN TOOL AMP
Registration Number:	6038522	CHAMBER BOSS
Registration Number:	5952005	DIY FOR GUNS
Registration Number:	5909826	MASTER CLEANING STATION
Registration Number:	6038940	GUN DIY
Registration Number:	5515925	RANGE STATION
Registration Number:	5657676	MASTER BENCH BLOCK
Registration Number:	5560786	SMART-FIT
Registration Number:	5574358	LUG-LOK VISE BLOCK
Registration Number:	5574357	ACCU-PUNCH
Registration Number:	5491511	REAL AVID
Registration Number:	5366345	MISSION SPECIFIC TOOLS & GEAR
Registration Number:	5295555	SMART BENCH BLOCK
Registration Number:	5361321	SMART WRENCH
Registration Number:	5273121	MODERN GUN MAINTENANCE
Registration Number:	5470697	SMART BRUSH
Registration Number:	5189734	GUN TOOL MAX
Registration Number:	5365862	CARBON BOSS
Registration Number:	5160303	SMART MAT
Registration Number:	5118094	HELIX
Registration Number:	5188237	BORE BOSS
Registration Number:	4811005	FIRED UP FOOD
Registration Number:	4680953	GUN TOOL PRO
Registration Number:	4827718	NOBULLTV
Registration Number:	4536655	GUN BOSS
Registration Number:	4167077	REAL AVID
Serial Number:	90709251	RAZORSAFE
Registration Number:	6093791	RAZORMAX
Registration Number:	5931604	RAZORPRO
Registration Number:	5893256	OUTDOOR EDGE
Registration Number:	5844946	OUTDOOR EDGE
Registration Number:	5776688	PARACLAW
Registration Number:	5723203	MAKE THE CUT
Registration Number:	4613617	SWINGBLAZE
Registration Number:	4186182	SWINGBLADE
Registration Number:	2577896	OUTDOOR EDGE
Registration Number:	2655229	OUTDOOR EDGE

CORRESPONDENCE DATA**Fax Number:** 8008283066*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:** 8008748820**Email:** sean.moore@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 555 Capitol Mall**Address Line 2:** Suite 1150**Address Line 4:** Sacramento, CALIFORNIA 95814

NAME OF SUBMITTER:	Jeffrey M. Negron
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SIGNATURE:	/Jeffrey M. Negron/
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DATE SIGNED:	11/05/2021
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 4, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to 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 to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined 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 Agent for the benefit of the Secured Parties, and grants to 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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, without limitation, 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 security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest 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.

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 and IP Licenses 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 rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW REVO BRAND GROUP, LLC, as a Grantor


By:


Name: Brent Simon

Title: Vice President and Secretary

OUTDOOR EDGE CUTLERY, LLC, as a Grantor

By:


Name: Brent Simon

Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By:



Name: Danielle K. Katz

Title: Its Duly Authorized Signatory


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Owner
MASTER GUN VISE	United States	90/831,043	Jul. 15, 2021	N/A	N/A	New Revo Brand Group, LLC
VIZ-MAX BORE SIGHTER	United States	90/770,063	Jun. 11, 2021	N/A	N/A	New Revo Brand Group, LLC
TRI-MAX CLP	United States	90/723,464	May 20, 2021	N/A	N/A	New Revo Brand Group, LLC
ARMORER'S MASTER KIT	United States	90/585,364	Mar. 17, 2021	N/A	N/A	New Revo Brand Group, LLC
ARMORER'S MASTER WRENCH	United States	90/584,762	Mar. 17, 2021	N/A	N/A	New Revo Brand Group, LLC
SMART DRIVE	United States	90/482,041	Jan. 22, 2021	N/A	N/A	New Revo Brand Group,
ARMORER'S MASTER VISE	United States	90/480,365	Jan. 21, 2021	N/A	N/A	New Revo Brand Group, LLC
SMART ROD	United States	90/390,250	Dec. 17, 2020	N/A	N/A	New Revo Brand Group, LLC
FOUL-OUT	United States	90/383,944	Dec. 15, 2020	N/A	N/A	New Revo Brand Group, LLC
SPEED BRUSH	United States	90/372,402	Dec. 10, 2020	N/A	N/A	New Revo Brand Group, LLC
BORE-MAX	United States	90/340,104	Nov. 24, 2020	N/A	N/A	New Revo Brand Group, LLC

GUN-MAX	United States	90/340,023	Nov. 24, 2020	6,457,848	Aug. 17, 2021	New Revo Brand Group, LLC
MASTER-FIT	United States	88/930,154	May 22, 2020	6,412,639	Jul. 6, 2021	New Revo Brand Group, LLC
MASTER SIGHT PUSHER	United States	88/530,105	Jul. 23, 2019	6,165,308	Sep. 29, 2020	New Revo Brand Group, LLC
MASTER ARMORER'S MAT	United States	88/519,641	Jul. 17, 2019	6,070,976	Jun. 2, 2020	New Revo Brand Group, LLC
LEVEL RIGHT	United States	88/463,013	Jun. 6, 2019	6,246,397	Jan. 12, 2021	New Revo Brand Group, LLC
UPGRADE TO MASTER GRADE	United States	88/437,911	May 20, 2019	6,038,654	Apr. 21, 2020	New Revo Brand Group, LLC
MASTER GRADE	United States	88/437,898	May 20, 2019	6,038,653	Apr. 21, 2020	New Revo Brand Group, LLC
GUN TOOL CORE	United States	88/421,035	May 8, 2019	6,049,351	May 5, 2020	New Revo Brand Group, LLC
SMART TORQ	United States	88/404,527	Apr. 26, 2019	6,186,006	Oct. 27, 2020	New Revo Brand Group, LLC
GUN TOOL AMP	United States	88/404,494	Apr. 26, 2019	6,142,896	Sep. 1, 2020	New Revo Brand Group, LLC
CHAMBER BOSS	United States	88/365,846	Apr. 1, 2019	6,038,522	Apr. 21, 2020	New Revo Brand Group, LLC
DIY FOR GUNS	United States	88/117,836	Sep. 14, 2018	5,952,005	Dec. 31, 2019	New Revo Brand Group, LLC
MASTER CLEANING STATION	United States	88/115,291	Sep. 13, 2018	5,909,826	Nov. 12, 2019	New Revo Brand Group, LLC
GUN DIY	United States	88/086,853	Aug. 21, 2018	6,038,940	Apr. 21, 2020	New Revo Brand Group, LLC

RANGE STATION	United States	87/788,091	Feb. 7, 2018	5,515,925	Jul. 10, 2018	New Revo Brand Group, LLC
MASTER BENCH BLOCK	United States	87/788,020	Feb. 7, 2018	5,657,676	Jan. 15, 2019	New Revo Brand Group, LLC
SMART-FIT	United States	87/786,676	Feb. 6, 2018	5,560,786	Sep. 11, 2018	New Revo Brand Group, LLC
LUG-LOK VISE BLOCK	United States	87/784,218	Feb. 5, 2018	5,574,358	Oct. 2, 2018	New Revo Brand Group, LLC
ACCU-PUNCH	United States	87/784,213	Feb. 5, 2018	5,574,357	Oct. 2, 2018	New Revo Brand Group, LLC
REAL AVID	United States	87/669,815	Nov. 2, 2017	5,491,511	Jun. 12, 2018	New Revo Brand Group, LLC
MISSION SPECIFIC TOOLS & GEAR	United States	87/348,144	Feb. 24, 2017	5,366,345	Dec. 26, 2017	New Revo Brand Group, LLC
SMART BENCH BLOCK	United States	87/330,686	Feb. 9, 2017	5,295,555	Sep. 26, 2017	New Revo Brand Group, LLC
SMART WRENCH	United States	87/330,255	Feb. 9, 2017	5,361,321	Dec. 19, 2017	New Revo Brand Group, LLC
MODERN GUN MAINTENANCE	United States	87/328,785	Feb. 8, 2017	5,273,121	Aug. 22, 2017	New Revo Brand Group, LLC
SMART BRUSH	United States	87/325,708	Feb. 6, 2017	5,470,697	May 15, 2018	New Revo Brand Group, LLC
GUN TOOL MAX	United States	87/151,059	Aug. 25, 2016	5,189,734	Apr. 25, 2017	New Revo Brand Group, LLC
CARBON BOSS	United States	87/133,960	Aug. 10, 2016	5,365,862	Dec. 26, 2017	New Revo Brand Group, LLC
SMART MAT	United States	87/121,350	Jul. 29, 2016	5,160,303	Mar. 14, 2017	New Revo Brand Group, LLC

HELIX	United States	87/027,627	May 6, 2016	5,118,094	Jan. 10, 2017	New Revo Brand Group, LLC
BORE BOSS	United States	87/019,585	Apr. 29, 2016	5,188,237	Apr. 18, 2017	New Revo Brand Group, LLC
FIRED UP FOOD	United States	86/303,296	Jun. 7, 2014	4,811,005	Sep. 15, 2015	New Revo Brand Group, LLC
GUN TOOL PRO	United States	86/241,086	Apr. 3, 2014	4,680,953	Feb. 3, 2015	New Revo Brand Group, LLC
NOBULLTV	United States	86/142,937	Dec. 13, 2013	4,827,718	Oct. 6, 2015	New Revo Brand Group, LLC
GUN BOSS	United States	86/057,688	Sep. 6, 2013	4,536,655	May 27, 2014	New Revo Brand Group, LLC
REAL AVID	United States	85/441,053	Oct. 6, 2011	4,167,077	Jul. 3, 2012	New Revo Brand Group, LLC
RAZORSAFE	United States	90/709,251	May 13, 2021	N/A	N/A	Outdoor Edge Cutlery Corporation
RAZORMAX	United States	88/449,163	May 28, 2019	6,093,791	Jul. 7, 2020	Outdoor Edge Cutlery Corporation
RAZORPRO	United States	88/449,151	May 28, 2019	5,931,604	Dec. 10, 2019	Outdoor Edge Cutlery Corporation
OUTDOOR EDGE <i>and Design</i> 	United States	88/311,762	Feb. 22, 2019	5,893,256	Oct. 22, 2019	Outdoor Edge Cutlery Corporation
OUTDOOR EDGE	United States	88/311,755	Feb. 22, 2019	5,844,946	Aug. 27, 2019	Outdoor Edge Cutlery Corporation
PARACLAW	United States	87/800,242	Feb. 16, 2018	5,776,688	Jun. 11, 2019	Outdoor Edge Cutlery Corporation

MAKE THE CUT	United States	87/685,495	Nov. 15, 2017	5,723,203	Apr. 9, 2019	Outdoor Edge Cutlery Corporation
SWINGBLAZE	United States	86/209,430	Mar. 3, 2014	4,613,617	Sep. 30, 2014	Outdoor Edge Cutlery Corporation
SWINGBLADE	United States	85/496,714	Dec. 15, 2011	4,186,182	Aug. 7, 2012	Outdoor Edge Cutlery Corporation
OUTDOOR EDGE <i>and Design</i> 	United States	76/185,478	Dec. 23, 2000	2,577,896	Jun. 11, 2002	Outdoor Edge Cutlery Corporation
OUTDOOR EDGE <i>typed drawing</i>	United States	75/485,864	May 15, 1998	2,655,229	Dec. 3, 2002	Outdoor Edge Cutlery Corporation