

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
MUZZY OUTDOORS, LLC	08/20/2013
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 10908F
Internal Address:	Attention: Structured Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	8276575
Patent Number:	7926476
Patent Number:	7753043
Patent Number:	7422008
Patent Number:	7320318
Patent Number:	7314045
Patent Number:	7240672
Patent Number:	5941225
Patent Number:	5850827
Patent Number:	5722284
Patent Number:	5680852
Patent Number:	5653213
Patent Number:	5615662
Patent Number:	5582158

Patent Number:	5558077
Patent Number:	5417197
Patent Number:	6763819
Patent Number:	6125833
Patent Number:	6058920
Patent Number:	D501908
Patent Number:	RE38833
Patent Number:	RE36555
Application Number:	13714480

CORRESPONDENCE DATA

Fax Number: 2025339099

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ATTORNEY DOCKET NUMBER:	005252-983/1707/MUZZYAMD
NAME OF SUBMITTER:	Christopher M. Ott
Signature:	/christopher m ott/
Date:	09/04/2013

Total Attachments: 6

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A FIFTH THIRD BANCORP BANK**FIRST AMENDMENT TO PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (this "Amendment") is made and entered into as of August 20, 2013 (the "Effective Date"), by and between **MUZZY OUTDOORS, LLC**, a Delaware limited liability company ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender are parties to that certain Patent Security Agreement dated as of May 16, 2013 (the "Patent Security Agreement"), executed in connection with that certain Credit Agreement dated as of May 16, 2013, among Out Rage, LLC, a Delaware limited liability company ("Out Rage"), Debtor and Lender (the "Existing Credit Agreement").

B. Debtor, Lender and Out Rage have agreed to amend the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be further amended, restated, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Patent Security Agreement or in the Credit Agreement, as applicable.

C. In connection with the Credit Agreement, Debtor and Lender desire to amend the Patent Security Agreement, as set forth herein.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Patent Security Agreement.** Schedule I to the Patent Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Patent Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each patent and patent application listed on the Supplement to Schedule I attached hereto and made a part hereof, and each invention and improvement described or claimed therein, constitutes, and shall be deemed to be, part of the "Patent Collateral" and the "Patents" (as each is defined in the Patent Security Agreement) for all purposes of the Loan Documents (as defined in the Credit Agreement).

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Patent Security Agreement.

3. Continuing Effect of Patent Security Agreement; Reaffirmation of Security.

Except as expressly amended hereby, all of the provisions of the Patent Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest and other Liens on the existing Patent Collateral granted pursuant to the Patent Security Agreement. Without limiting the generality of the foregoing, Debtor (i) ratifies and reaffirms any and all grants of Liens to Secured Party on the Patent Collateral (including, without limitation, the Patent Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (ii) acknowledges and confirms that the grants of the Liens to Secured Party on the Patent Collateral: (a) represent continuing Liens on all of the Patent Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Patent Collateral except to the extent of any Permitted Liens.

4. One Agreement; References; Fax Signature. The Patent Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Patent Security Agreement will be deemed to be a reference to the Patent Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

MUZZY OUTDOORS, LLC

By: 

Charles T. Lelon, Chairman

FIFTH THIRD BANK

By: _____

Keith L. Schlegel, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

PATENT
REEL: 031157 FRAME: 0207

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

MUZZY OUTDOORS, LLC

By: _____
Charles T. Lelon, Chairman

FIFTH THIRD BANK

By:  _____
Keith L. Schlegel, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

PATENT
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SUPPLEMENT TO SCHEDULE I**PATENTS AND LICENSES****Patents/Patent Applications**

Title	App. No.	Filing Date	Patent No.	Issue Date
ARCHERY BOWSTRING RELEASE	13/714,480	12/14/2012	Pending	Pending
ARCHERY BOWSTRING RELEASE	12/618,831	11/16/2009	8,276,575	10/02/2012
STRAP FOR BOWSTRING RELEASE	12/176,518	7/21/2008	7,926,476	4/19/2011
BOWSTRING RELEASE MOVEABLE BETWEEN (AND FIXABLE INTO) STOWED AND SHOOTING POSITIONS	11/939,816	11/14/2007	7,753,043	7/13/2010
STRAP FOR BOW STRING RELEASE	10/662,989	9/15/2003	7,422,008	9/9/2008
STRAP FOR BOW STRING RELEASE	10/793,131	3/4/2004	7,320,318	1/22/2008
BOW STRING RELEASE HAVING FLOATING JAWS AND A TRIGGER FORCE ADJUSTMENT MECHANISM	09/916,636	7/26/2001	7,314,045	1/1/2008
ADJUSTABLE TRIGGER PRESSURE ARCHERY RELEASE (STEALTH)	11/043,373	1/26/2005	7,240,672	7/10/2007
OVER AND UNDER BOW STRING RELEASE WITH AXIAL ADJUSTMENT	08/995,733	12/22/1997	5,941,225	8/24/1999
RECEIVER FOR ARROW NOCK AND RELEASE AID	08/824,504	3/26/1997	5,850,827	12/22/1998
CRIMPING TOOL	08/659,538	6/6/1996	5,722,284	3/3/1998
BOW STRING RELEASE WITH INTERCHANGEABLE HEADS	08/672,876	6/28/1996	5,680,852	10/28/1997
BOW STRING RELEASE WITH TRIGGER	08/564,919	11/30/1995	5,653,213	8/5/1997

Title	App. No.	Filing Date	Patent No.	Issue Date
HAVING MULTIPLE BOW STRING SECURING POSITIONS				
CONTINUOUS LOOP WRIST STRAP FOR BOW STRING RELEASE	08/285,993	8/4/1994	5,615,662	4/1/1997
CALIPER TYPE BOW STRING RELEASE WITH FULLY ADJUSTABLE HEAD	08/285,797	8/4/1994	5,582,158	12/10/1996
BOW STRING RELEASE WITH BEARD GUARD	08/285,800	8/4/1994	5,558,077	9/24/1996
CALIPER TYPE BOW STRING RELEASE HAVING PUSH/PULL TRIGGER AND AUTOMATIC ALIGNMENT AND LOCKING FEATURES	08/213,334	3/14/1994	5,417,197	5/23/1995
BOW STRING RELEASE	09/882,276	6/15/2001	6,763,819	7/20/2004
WRAP AROUND BOW STRING RELEASE STRAP	09/293,858	4/16/1999	6,125,833	10/3/2000
BOWSTRING RELEASE WITH OVERLAPPING SINGLE JAW	09/159,145	9-23-1998	6,058,920	5/9/2000
BOW STRING RELEASE COMPONENT	29/159,044	4/12/2002	D501908	2/15/2005
CALIPER TYPE BOW STRING RELEASE HAVING PUSH/PULL TRIGGER AND AUTOMATIC ALIGNMENT AND LOCKING FEATURES	10/084,118	2/25/2002	RE38833	10/18/2005
CUSHIONED NOCK	08/595,726	2/1/1996	RE36555	2/8/2000

Patent Licenses

1. Settlement and Patent License Agreement between Out Rage, LLC and New Archery Products Corporation dated July 21, 2013