

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2877533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SPRINGFIELD, INC.	05/28/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFTH THIRD BANK, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	38 FOUNTAIN SQUARE PLAZA
<b>Internal Address:</b>	FIFTH THIRD CENTER
<b>City:</b>	CINCINNATI
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6269576
Patent Number:	6691445
Patent Number:	6647655
Patent Number:	6889459
Patent Number:	7340987
Patent Number:	7832135
Patent Number:	7571672
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)577-4565
<i>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.</i>	
<b>Phone:</b>	312-577-8265
<b>Email:</b>	kristin.brozovic@kattenlaw.com
<b>Correspondent Name:</b>	KRISTIN BROZOVIC C/O KATTEN
<b>Address Line 1:</b>	525 W MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	210196-113
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	05/30/2014

PATENT

**Total Attachments: 4**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) dated as of May 28, 2014 is executed and delivered by SPRINGFIELD, INC., an Illinois corporation (“**Grantor**”), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

### RECITALS:

WHEREAS, Grantor owns the letters patent and/or applications for letters patent of the United States set forth on Annex 1 hereto (collectively, the “**Registered Patents**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of May 28, 2014 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Patents to secure the prompt and complete payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Patents, and all recordings and registrations thereof and applications therefor, including, without limitation, the inventions described therein,

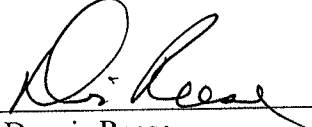
and all reissues, continuations, divisions, renewals, extensions and continuations-in-part thereof; and

(b) all proceeds of the foregoing owned by Grantor, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Patents.

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- Signature Page(s) Follow -*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**SPRINGFIELD, INC.**

By:   
Name: Dennis Reese  
Title: Chief Executive Officer

**ANNEX 1  
TO  
PATENT SECURITY AGREEMENT**

**PATENTS**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Issue Date</b>
DISABLEMENT MECHANISM FOR A FIREARM	09370532	08/09/1999	6269576	08/07/2001
DISABLEMENT MECHANISM FOR A FIREARM	09758825	01/11/2001	6691445	02/17/2004
MODEL 1911 TYPE FIREARM SAFETY LOCK	09837922	04/18/2001	6647655	11/18/2003
MODEL 1911 TYPE FIREARM SAFETY LOCK	10684902	10/14/2003	6889459	05/10/2005
CONVERSION PLATFORM FOR A .45 ACP PISTOL	11252307	10/17/2005	7340987	03/11/2008
MODEL 1911 TYPE FIREARM SAFETY LOCK	12013822	01/14/2008	7832135	11/16/2010
CONVERSION PLATFORM FOR A .45 ACP PISTOL	12023705	01/31/2008	7571672	08/11/2009