503428556 08/07/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3475189

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date	
CROSMAN CORPORATION	08/05/2015	

### **RECEIVING PARTY DATA**

Name:	PROSPECT CAPITAL CORPORATION		
Street Address:	10 E. 40TH STREET		
Internal Address:	42ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		

### **PROPERTY NUMBERS Total: 11**

Property Type	Number			
Application Number:	08824276			
Application Number:	12508696			
Application Number:	29246636			
Application Number:	12400372			
Application Number:	11538986			
Application Number:	13006998			
Application Number:	13737587			
Application Number:	14148409			
Application Number:	29503251			
Application Number:	14542114			
PCT Number:	US2014036575			

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)813-4848

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.

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Correspondent Name: THOMAS COCKRIEL

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PATENT -

Address Line 4:	s Line 4: MOUNTAIN VIEW, CALIFORNIA 94039-0460			
ATTORNEY DOCKET NUMBER:	MATTER NO 141858			
NAME OF SUBMITTER:	THOMAS J. COCKRIEL			
SIGNATURE:	/Thomas J. Cockriel/			
DATE SIGNED:	08/07/2015			
Total Attachments: 5				

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of August 5, 2015 is made by each of the entities listed on the signature pages hereof (each, a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>"), in favor of Prospect Capital Corporation, a Maryland corporation ("<u>Prospect</u>"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

#### **Introductory Statement**

WHEREAS, pursuant to the Loan Agreement dated as of August 5, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among Crosman Corporation (the "Borrower"), Crosman Acquisition Corporation, Bullseye Acquisition II, LLC, and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of August 5, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

- Section 1. <u>Defined Terms</u>. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. 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 the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 "Patent Collateral"):
  - (a) all of its Patents, including those referred to on Schedule 1 hereto;

- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. <u>Guaranty and Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Patent 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. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.
- Section 4. <u>Grantor Remains Liable</u>. 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 Patents subject to a security interest hereunder.
- Section 5. <u>Counterparts</u>. This Patent 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 PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.
- Section 7. <u>WAIVER OF JURY TRIAL; DISPUTE RESOLUTION;</u> <u>JURISDICTION; VENUE; SERVICE OF PROCESS</u>. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM

ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT ("WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. <u>Miscellaneous</u>. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement ("Amendments and Waivers"; "Notices"; "Successors and Assigns"; "Counterparts"; "Severability"; "Section Headings"; "Integration") are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement mutatis mutandis as if fully set forth herein. This Patent Security Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

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

CROSMAN CORPORATION, as Grantor

Title:

Vice president of Finance and Secretary

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## SCHEDULE 1

TO

### PATENT SECURITY AGREEMENT

# <u>United States Patents and Patent Applications</u>

Title	Filing Date	Serial No.	Issue Date	Patent No.
TRIGGER BLOCKING DEVICE	3/26/1997	08/824,276	5/26/1998	5,755,054
BLOWBACK ASSEMBLY	7/24/2009	12/508,696	5/07/2013	8,434,465
CLAM SHELL PACKAGING	4/28/2006	29/246,636	12/25/2007	D558,043
CLAM SHELL PACKAGE	10/18/2007	29/296,353	9/16/2008	D576,872
LINEAR BOLT MECHANISM FOR A GUN	3/9/2009	12/400,372	9/20/2011	8,020,331
MAGAZINE ASSEMBLY FOR PRESENTING A PRESSURE CARTRIDGE TO A COMPRESSED GAS POWERED DEVICE	10/5/2006	11/538,986	7/20/2010	7,757,682
MODULAR ADAPTIVE GUN	1/14/2011	13/006,998	6/18/2013	8,464,454
MULTISTAGE AIR PUMP WITH ADJUSTABLE INTER-STAGE MASS TRANSFER AND INTER-STAGE SORBENT CARTRIDGE.	1/09/2013	13/737,587	N/A	N/A
SPLIT COMPRESSION PISTON	1/06/2014	14/148,409	N/A	N/A
DOMED AIR GUN PELLET	9/1/2014	29/503,251	N/A	N/A
WAD CUTTER PELLET	9/1/2014	29/503,256	N/A	N/A
TRIGGER ASSEMBLY	11/26/2014	14/542,114	N/A	N/A
SPLIT COMPRESSION PISTON	2/05/2014	PCT/US2014/ 036575	N/A	N/A

PATENT REEL: 036281 FRAME: 0415

**RECORDED: 08/07/2015**