

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5082928

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
NEW ARCHERY PRODUCTS, LLC		08/03/2018
RECEIVING PARTY DATA		
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, AS ADMINISTRATIVE AGENT	
Street Address:	680 WASHINGTON BLVD	
Internal Address:	ATTENTION: RICARDO NUNES	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 38		
Property Type	Number	
Patent Number:	6089216	
Patent Number:	6142896	
Patent Number:	6494196	
Patent Number:	6431162	
Patent Number:	6634349	
Patent Number:	6913008	
Patent Number:	7338397	
Patent Number:	7232390	
Patent Number:	7037222	
Patent Number:	6915791	
Patent Number:	7074143	
Patent Number:	6958023	
Patent Number:	7165543	
Patent Number:	7337773	
Patent Number:	7025697	
Patent Number:	8342161	
Patent Number:	7331338	
Patent Number:	7955201	
Patent Number:	7856968	

PATENT

Property Type	Number
Patent Number:	7963279
Patent Number:	8485923
Patent Number:	8147362
Patent Number:	8147360
Patent Number:	8333180
Patent Number:	8893700
Patent Number:	8398510
Patent Number:	8469843
Patent Number:	8911311
Patent Number:	8469842
Patent Number:	9448046
Application Number:	15699491
Application Number:	15699536
Application Number:	62559185
Application Number:	15721034
Application Number:	15951815
Application Number:	62587877
Application Number:	62647245
Application Number:	62713284

CORRESPONDENCE DATA

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - ALEXANDRA S. GECAS

Address Line 1: 35 W. WACKER DRIVE

Address Line 4: CHICAGO, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	086703.129- SA BOI
NAME OF SUBMITTER:	ALEXANDRA S. GECAS
SIGNATURE:	/Alexandra S. Gecas/
DATE SIGNED:	08/03/2018

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated as of August 3, 2018 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, GSM ACQUISITION HOLDCO, CORP., a Delaware corporation (“Holdings”), GSM ACQUISITION BUYER, INC., a Delaware corporation (the “Initial Borrower”), immediately upon consummation of the Holdco Merger (as defined in the Credit Agreement defined below), GSM INVESTMENT, INC., a Delaware corporation, immediately upon consummation of the Opcor Merger (as defined in the Credit Agreement defined below), GSM HOLDINGS, INC., a Delaware corporation (the “Company”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2018 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the

generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

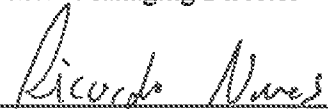
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEW ARCHERY PRODUCTS, LLC,
as Initial Grantor

By: Owen M. Basham
Name: Owen M. Basham
Title: Vice President and Assistant
Secretary

THE GOVERNOR AND COMPANY OF THE BANK
OF IRELAND,
as Agent

By: 
Name: Mike Gebicki
Title: Managing Director

By: 
Name: Ricardo Nunes
Title: Director

SCHEDULE A

United States Patents and Patent Applications

Docket No.	Serial No.	Patent No.	Title	Filed	Issued
NA-133	09/226,500	6,089,216	ADJUSTABLE ARROW REST	1/7/1999	7/18/2000
NA-137	09/470,370	6,142,896	QUICKSPIN ARCHERY VANE	12/22/1999	11/7/2000
NA-138-A	09/760,872	6,494,196	ARCHERY BOW STABILIZER HAVING ENERGY DIRECTORS	1/16/2001	12/17/2002
NA-139	09/687,438	6,431,162	ARCHERY QUIVER FOR HOLDING A BROADHEAD	10/13/2000	8/13/2002
NA-142	09/837,665	6,634,349	MOVE AWAY ARROW REST	4/18/2001	10/21/2003
NA-145	10/345,828	6,913,008	APPARATUS FOR HOLDING ARROW	1/16/2003	7/5/2005
NA-146	10/345,831	7,338,397	ROTATABLE ARROWHEAD	1/16/2003	3/4/2008
NA-146-A	11/264,600	7,232,390	LOCKABLE ROTATABLE ARROWHEAD	11/1/2005	6/19/2007
NA-147	10/345,823	7,037,222	ROTATABLE ARROWHEAD	1/16/2003	5/2/2006
NA-149	10/345,830	6,915,791	APPARATUS FOR LOADING A MOVEABLE ARROW REST	1/16/2003	7/12/2005
NA-150	10/894,479	7,074,143	ARROW FLETCHING SYSTEM AND METHOD FOR ATTACHING ARROW FLETCHING SYSTEM TO AN ARROW SHAFT	7/20/2004	7/11/2006
NA-152	10/762,682	6,958,023	ARROW FLETCHING	1/20/2004	10/25/2005
NA-153	10/889,968	7,165,543	ELECTRICALLY ACTIVATED ARROW REST	7/13/2004	1/23/2007
NA-153-A	11/031,980	7,337,773	ELECTRICALLY ACTIVATED ARCHERY COMPONENT	1/6/2005	3/4/2008
NA-154	10/722,893	7,025,697	BLADE STEERING APPARATUS	11/26/2003	4/11/2006
NA-155	12/016,742	8,342,161	ARROW REST	1/18/2008	1/1/2013
NA-159	11/290,037	7,331,338	BIASED MOVE-AWAY ARROW REST	11/30/2005	2/19/2008
NA-172	11/595,809	7,955,201	SPIN ELEMENT FOR ARROW OR BOLT	11/10/2006	6/7/2011

Docket No.	Serial No.	Patent No.	Title	Filed	Issued
NA-173	11/743,247	7,856,968	MOVE-AWAY ARROW REST	5/2/2007	12/28/2010
NA-177	12/218,076	7,963,279	DROP-AWAY ARROW REST	7/9/2008	6/21/2011
NA-178-A	12/924,134	8,485,923	APPARATUS AND METHOD FOR ATTACHING VANE TO SHAFT	9/21/2010	7/16/2013
NA-182	12/455,455	8,147,362	ARROWHEAD HAVING BLADES OFFSET REARWARD FROM THE TIP	6/2/2009	4/3/2012
NA-186	12/455,456	8,147,360	SERRATED BLADE FOR ARROWHEAD	6/2/2009	4/3/2012
NA-189	12/721,324	8,333,180	MOVEABLE ARROW REST	3/10/2010	12/18/2012
NA-192	13/294,673	8,893,700	ARCHERY BOW STABILIZER HAVING ASYMMETRICAL DAMPENERS	11/11/2011	11/25/2014
NA-195	13/317,520	8,398,510	EXPANDABLE ARROWHEAD OR BROADHEAD AND SPRING ELEMENT	10/20/2011	3/19/2013
NA-195-A	13/452,533	8,469,843	EXPANDABLE ARROWHEAD OR BROADHEAD AND SPRING ELEMENT	4/20/2012	6/25/2013
NA-195-A-CON	13/919,715	8,911,311	EXPANDABLE ARROWHEAD OR BROADHEAD AND SPRING ELEMENT	6/17/2013	12/16/2014
NA-196	13/317,519	8,469,842	EXPANDABLE ARROWHEAD OR BROADHEAD	10/20/2011	6/25/2013
NA-198	14/209,305	9,448,046	VANE MOUNTING APPARATUS	3/13/2014	9/20/2016

PENDING US PATENTS

Docket No.	Serial No.	Title	Filed
NA-203	15/699,491	METHOD FOR HUNTING BLIND WITH ENLARGED ACCESS AND FORCE GENERATING STRUCTURE	9/8/2017
NA-204	15/699,536	APPARATUS FOR HUNTING BLIND WITH ENLARGED ACCESS AND FORCE GENERATING STRUCTURE	9/8/2017
NA-206-P	62/559,185	MECHANICAL BROADHEAD WITH PIVOTING BLADE	9/15/2017

NA-208	15/721,034	APPARATUS AND METHOD FOR GUIDING LINE	9/29/2017
NA-208-A	15/951,815	APPARATUS AND METHOD FOR GUIDING LINE	4/12/2018
NA-209-P	62/587,877	EXPANDABLE ARROWHEAD OR BROADHEAD	11/17/2017
NA-210-P	62/647,245	FISHING ARROW WITH ROTATABLE ARMS	3/23/2018
NA-211-P	62/713,284	APPARATUS AND METHOD FOR AN ADJUSTABLE WINDOW IN A FLEXIBLE OR NON-FLEXIBLE STRUCTURE	8/1/2018