

09-21-2006



MRD 9/21/06

103310711

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tippmann Sports, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AmSouth Bank, as Agent

Internal

Address: _____

Street Address: 599 Lexington Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10022

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Alabama
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 14, 2006

- Assignment
- Security Agreement
- Other Confirmatory Grant of Trademark
- Merger
- Change of Name
- Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See annexed Schedule A

B. Trademark Registration No.(s)
See annexed Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See annexed Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attention: Cathleen A. Pellegrino
Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 890.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

09/14/2006
Date

09/21/2006 DEBYRNE 00000053 78584807

01 FC:8521
02 FC:8522

40.00
850.00
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A

Registered and Pending U.S. Trademarks

<u>Trademark Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
98 CUSTOM	78/584807		
A-5	78/584789		
C3	78/705084		
CUSTOM PRO	78/584801		
FLATLINE	78/584856	3076316	04/04/2006
PEP	78/705147		
RESPONSE	78/584867	3057869	02/07/2006
SCAR	78/898996		
SKAR	78/898949		
SKAR	78/898496		
SKAR	78/898360	3119653	
SQUADBUSTER	78/584840	3119653	07/25/2006
STRAIGHT SHOT	75/491985	2230902	3/09/1999
STRAIGHT SHOT [add design]	75/491977	2230901	3/09/1999
TIPPMANN	78/811870		
TIPPMANN	78/811933		
TIPPMANN	78/392301	3081667	4/18/2006
TIPPMANN ARMS	78/669742		
WERKS	76/619820		

Licensed Trademarks

<u>Trademark Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
REALTREE HARDWOODS GREEN HD®		2,687,376	Published
REALTREE HARDWOODS®		2,267,415	Published
ADVANTAGE WETLANDS CAMO®		2,255,981	Published
REALTREE HARDWOODS® HD™	76/123,158		Filed 9/6/00
ADVANTAGE® MAX-4™	76/430,797		Filed 7/15/02

TRIUMPH

STEALTH

1,717,010	Reg. 9/15/92
2,025,156	Reg. 12/24/96
1,947,145	3/31/87
2,074,70	3/31/87
1,434,642	3/31/87
2,007,348	10/15/96
2,024,889	12/24/96
1,332,378	4/23/85
1,867,087	1998
2,227,069	3/2/99

Unregistered Trademarks

98 CUSTOM

98 CUSTOM

A-5

A-5

C3

CUSTOM PRO

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PEP

SCAR

SKAR

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SKAR

TIPPMANN

TIPPMANN

TIPPMANN

TIPPMANN ARMS

WERKS

X-7

CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST

CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST (“Confirmatory Grant”), dated as of August 14, 2006, by and between TIPPMANN SPORTS, LLC, a Delaware limited liability company (“Grantor”), in favor of AMSOUTH BANK, in its capacity as agent for certain lenders (“Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, Agent, AmSouth Capital Corp., as administrative agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor;

WHEREAS, as security for all Obligations, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **LOAN AGREEMENT.** The security interests granted pursuant to this Confirmatory Grant are granted in conjunction with, and not in limitation of, the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

TIPPMANN SPORTS, LLC

By: Lori A. Sherwood

Name: Lori A. Sherwood

Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

AMSOUTH BANK, as Agent

By: _____

Name: _____

Title: _____

[Confirmatory Grant]

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

TIPPMANN SPORTS, LLC

By: _____
Name: Lori A. Sherwood
Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

AMSOUTH BANK, as Agent

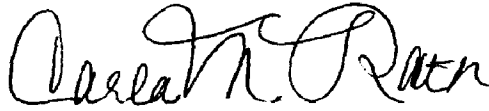
By: Wendy B. Nelson
Name: Wendy B. Nelson
Title: Attorney-in-Fact

[Confirmatory Grant]

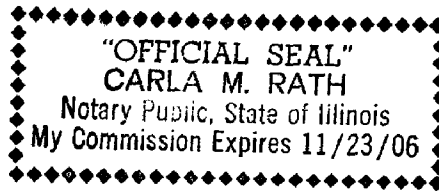
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss.

On this 14 day of August, 2006, before me personally came Lori A. Sherwood, to me known, who, being by me duly sworn, did depose and say that she is the Vice President & CFO of TIPPMANN SPORTS, LLC, the limited liability company described in, and which executed the foregoing instrument, and that she is authorized to execute said instrument on behalf of said company.



Notary Public



[Confirmatory Grant]

Schedule A

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