Fone PTO-1594 (Rev. 06/04) DMB Collection 0851-0027 (ex.p. 6/30/2005	ı	United States <u>Patent</u>	ENT OF COMMERCE
RECORDATION FORM COVER SHEET			
TRADEMARKS ONLY			
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(les)/Execution Date(s):  2. Name and address of receiving party(les)			
Name of conveying party(les)/Execution Date(s):			☐ Yes
Tippmann Sports, LLC		Additional names, addresses, or citizenship attached?	⊠ No
		Name: <u>Regions Bank</u>	
		Internal Address: <u>599 Lexington Avanue, 45th Floor</u>	
individual(s)	Association	Street Address:	
☐General Partnership	☐Limited Partnership	City Nan York	
☐Corporation-State		City: New York	
⊠Other: <u>LLC</u>		State: NY	
Citizenship (see guidelines)		Country:USA Zip: 1002	<u>2</u>
Execution Date(s) July 28, 2008			
Additional names of conveying parties attached? □ves ☒ No		Association Citizenship	
3. Nature of conveyance:		General Partnership Citizenship	
│ │	☐ Merger	Limited Partnership Citizenship	
Security Agreement	☐ Change of Name	Corporation Citizenship	
☑ Other Supplemental Confirm		☐ Other ☐ Citizenship	
Security Interest		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)	
		ification or description of the Trademark.	
A. Trademark Application No.(s)	77509591 (See Schedule A)	B. Trademark Registration No.(s) None Additional sheet(s) attached?	⊠ Yes □ No
C. Identification or Description o	f Trademark(s) (and Filing Date i	f Application or Registration Number is unknown)	
Name address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved:	1
Name: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u>		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  Authorized to be charged by credit card	
Street Address: 187 Wolf Road, Suite 101		Authorized to be charged to deposit account	
City: Albany		☐ Enclosed	
\ \frac{1}{2}		8. Payment Information:	
State: NY	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers _	
Phone Number: 800-342-3676		Expiration Date	
Fax Number: <u>800-962-7049</u>		b. Deposit Account Number	
Email Address: cis-udsalbany@wolterskluwers.com		Authorized User Name:	
Zinan / Marcos, <u>viormasaisai lyta</u>			_/
9. Signature: / Milldlx Jarenas		<u>- 8/11/08 </u>	
Signature		/ Dafe Total number of pages including cover	
	<u>Mercedes Farinas</u> Name of Person Signing	sheet, attachments, and	document. [7]

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# SUPPLEMENTAL CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST

SUPPLEMENTAL CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST ("Supplemental Confirmatory Grant"), dated as of July **25**, 2008, by and between TIPPMANN SPORTS, LLC, a Delaware limited liability company ("Grantor"), in favor of REGIONS BANK (f/k/a AmSouth Bank), in its capacity as agent for certain lenders ("Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 14, 2006 by and among Grantor, Agent, Regions Capital Corp. (f/k/a 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 then owned or existing or thereafter acquired or arising;

WHEREAS, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Confirmatory Grant of Trademark Security Interest, dated as of August 14, 2006 (as heretofore supplemented, the "Existing Confirmatory Grant"); 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 Supplemental 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; EXISTING CONFIRMATORY GRANT. The security interests granted pursuant to this Supplemental 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 and the Existing Confirmatory Grant. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security

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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.

\* \* \* \*

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

Name: Lori A. Sherwood

Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

**REGIONS BANK**, as Agent

Name: Title:

[Confirmatory Grant]

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#### ACKNOWLEDGMENT OF GRANTOR

SS.

STATE OF ILLINOIS )

COUNTY OF LAKE

On this day of the duly worn, 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

OFFICIAL SEAL
CARLA M RATH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/23/10

[Confirmatory Grant]

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IN WITNESS WHEREOF, Grantor has caused this Supplemental 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:

REGIONS BANK, 36 Agent

By:

Name: Bruce Kespi-

Attacas

[Confirmatory Grant]

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#### Schedule A

## Pending Trademark Applications

Trademark Description

Application Number

STRAIGHTLINE

77509591

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**RECORDED: 08/12/2008**