

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AERO PRECISION, LLC		03/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A.		
Street Address:	6111 N. RIVER ROAD		
City:	ROSEMONT		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4476417	AEROPRECISION	
Registration Number:	4476418	COP CONTINUOUS OPTICS PLATFORM	
Registration Number:	4476419	AP AERO PRECISION	
Registration Number:	4920996	VG VG6 PRECISION	
Serial Number:	86890012		
Serial Number:	86890058	VG6	
Serial Number:	87221288	WHAT RECOIL?	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	320868-36		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		

CH \$190.00 4476417

DATE SIGNED:	04/14/2017
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 28, 2017, by AERO PRECISION, LLC ("Grantor"), in favor of MB FINANCIAL BANK, N.A. ("Grantee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor, Ballistic Advantage, LLC and Fall Machine Company, L.L.C. and (collectively, the "Borrowers") have entered into that certain Credit and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Grantee, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith, and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to

allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark 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. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

AERO PRECISION, LLC

By: 

Name: Scott Dover

Its: Chief Executive Officer



Trademark Security Agreement

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TRADEMARK
REEL: 006033 FRAME: 0778

Acknowledged:

MB FINANCIAL BANK, N.A.

By: 

Name:

Title:

~~FRANK L. ENCHAUZER~~
FRANK L. ENCHAUZER
SVP

Trademark Security Agreement

TRADEMARK
REEL: 006033 FRAME: 0779

Schedule 1
to
Trademark Security Agreement

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
76714389	06/17/2013	AEROPRECISION	4476417	02/04/2014
76714390	06/17/2013		4476418	02/04/2014
76714392	06/17/2013		4476419	02/04/2014
86536531	02/16/2015		4920996	03/22/2016
86890012	01/28/2016		N/A	N/A
86890058	01/28/2016	VG6	N/A	N/A
87221288	10/31/2016	WHAT RECOIL?	N/A	N/A