

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Black Diamond Equipment, Ltd.		06/27/2018	Corporation: DELAWARE
Sierra Bullets, L.L.C.		06/27/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4220531	ATC
Registration Number:	2379992	AVALUNG
Registration Number:	2142467	BIBLER
Registration Number:	1686547	BLACK DIAMOND
Registration Number:	1669513	BLACK DIAMOND
Registration Number:	4313399	BLACK DIAMOND
Registration Number:	3895591	BLACK DIAMOND
Registration Number:	3812723	BLACK DIAMOND
Registration Number:	1576481	BLACK DIAMOND
Registration Number:	4871919	BOUNDARY
Registration Number:	4841659	C
Registration Number:	3152796	CAMALOT
Registration Number:	4518230	DAWN PATROL
Serial Number:	87553143	DEFY THE DARK
Registration Number:	3613869	
Registration Number:	1984831	FLICKLOCK
Registration Number:	0994549	HEXENTRIC

CH \$1040.00 4220531

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4709054	JETFORCE
Registration Number:	0997453	LOST ARROW
Registration Number:	4332489	MAGNETRON
Registration Number:	4983734	PIEPS
Registration Number:	5365189	POWER TAP
Registration Number:	0994548	STOPPER
Registration Number:	3425397	TIME IS LIFE
Registration Number:	4941659	USE.DESIGN.ENGINEER.BUILD.REPEAT.
Registration Number:	2366779	BLITZKING
Registration Number:	1745706	GAMEKING
Registration Number:	1741187	MATCHKING
Registration Number:	1743032	PRO-HUNTER
Registration Number:	1786537	SIERRA
Registration Number:	2646777	SIERRA INFINITY
Registration Number:	1741188	SPORTS MASTER
Registration Number:	1145464	"THE BULLETSMITHS"
Registration Number:	2510019	THE BULLETSMITHS
Registration Number:	1908356	TOURNAMENT MASTER
Registration Number:	3084260	BULLETSMITHS
Registration Number:	4752115	THE BULLETSMITHS SIERRA
Registration Number:	4416302	SIERRA THE BULLETSMITHS
Registration Number:	4866815	TMK
Registration Number:	4949482	TIPPED MATCHKING
Registration Number:	4866823	SIERRA THE BULLETSMITHS

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2020-739-5866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397-05-0641
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	07/03/2018

Total Attachments: 12

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of June 27, 2018, by and among **BLACK DIAMOND EQUIPMENT, LTD.**, a Delaware corporation (“Black Diamond”), **SIERRA BULLETS, L.L.C.**, a Delaware limited liability company (“Sierra” together with Black Diamond, each individually, a “Grantor”, and collectively, the “Grantors”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Clarus Corporation, a Delaware corporation (the “Company”), Black Diamond, Sierra, and Black Diamond Retail, Inc., a Delaware corporation (“BDR”, and together with the Company, Black Diamond and Sierra, collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto from time to time, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Loan Parties to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Loan Parties.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantors hereby authorize the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of this Confirmatory Grant by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Confirmatory Grant. This Confirmatory Grant is a Loan Document.


7. **CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

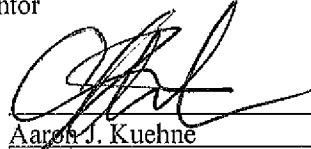
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

BLACK DIAMOND EQUIPMENT, LTD.,
a Delaware corporation,
as a Grantor

By: 
Name: Aaron J. Kuehne
Title: Chief Financial Officer and Secretary

SIERRA BULLETS, L.L.C.,
a Delaware limited liability company,
as a Grantor

By: 
Name: Aaron J. Kuehne
Title: Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: James Fallahay


Title: Authorized Officer


SCHEDULE I
to
CONFIRMATORY GRANT





Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
ATC	United States	85/394,340 8/10/2011	4,220,531 10/9/2012	Black Diamond Equipment, Ltd.	Registered
AVVALUNG	United States	75/547,134 9/21/1998	2,379,992 8/22/2000	Black Diamond Equipment, Ltd.	Registered
BD DRY & DIAMOND DESIGN	United States	87357354 3/3/2017		Black Diamond Equipment, Ltd.	Pending Application
BD DRY & DIAMOND DESIGN	United States	87193250 10/5/2016		Black Diamond Equipment, Ltd.	Pending Application
BIBLER	United States	75/238,937 2/10/1997	2,142,467 3/10/1998	Black Diamond Equipment, Ltd.	Registered
BLACK DIAMOND	United States	74/098,726 9/20/1990	1,686,547 5/12/1992	Black Diamond Equipment, Ltd.	Registered
BLACK DIAMOND	United States	74/098,728 9/20/1990	1,669,513 12/24/1991	Black Diamond Equipment, Ltd.	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
BLACK DIAMOND	United States	78/981,544 4/14/2005	4,313,399 4/2/2013	Black Diamond Equipment, Ltd.	Registered
BLACK DIAMOND	United States	78/981,440 4/14/2005	3,895,591 12/21/2010	Black Diamond Equipment, Ltd.	Registered
BLACK DIAMOND	United States	77/702,066 3/30/2009	3,812,723 7/6/2010	Black Diamond Equipment, Ltd.	Registered
BLACK DIAMOND AND DESIGN	United States	73/789,629 3/27/1989	1,576,481 1/9/1990	Black Diamond Equipment, Ltd.	Registered
BOUNDARY	United States	86506418 1/17/2015	4871919 12/15/2015	Black Diamond Equipment, Ltd.	Registered
C IN DIAMOND DESIGN	United States	85/579,491 3/26/2012	4841659 10/27/2015	Black Diamond Equipment, Ltd.	Registered
CAMALOT	United States	78/430,887 6/7/2004	3,152,796 10/10/2006	Black Diamond Equipment, Ltd.	Registered
DAWN PATROL	United States	85/522,581 1/23/2012	4518230 4/22/2014	Black Diamond Equipment, Ltd.	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
DEFY THE DARK	United States	87/553,143 8/2/2017		Black Diamond Equipment, Ltd.	Pending Application
DIAMOND ICON	United States	78/650,977 6/15/2005	3,613,869 4/28/2009	Black Diamond Equipment, Ltd.	Registered
FKT	United States	87/821,952 3/6/2018		Black Diamond Equipment, Ltd.	Pending Application
FLICKLOCK	United States	74/650,843 3/23/1995	1,984,831 7/2/1996	Black Diamond Equipment, Ltd.	Registered
HEXENTRIC	United States	72/465,406 8/10/1973	994,549 10/1/1974	Black Diamond Equipment, Ltd.	Registered
JETFORCE	United States	86072758 9/24/2013	4709054 3/24/2015	Black Diamond Equipment, Ltd.	Registered
LOST ARROW	United States	72/465,404 8/10/1973	997,453 11/5/1974	Black Diamond Equipment, Ltd.	Registered
MAGNETRON	United States	85/394451 8/10/2011	4,332,489 5/7/2013	Black Diamond Equipment, Ltd.	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
PIEPS	United States	86222990 3/17/2014	4983734 6/21/2016	Black Diamond Equipment, Ltd.	Registered
POWER TAP	United States	85/926,069 5/8/2013	5365189 12/26/2017	Black Diamond Equipment, Ltd.	Registered
STOPPER	United States	72/465,405 8/10/1973	994,548 10/1/1974	Black Diamond Equipment, Ltd.	Registered
TIME IS LIFE	United States	77/116,274 2/26/2007	3,425,397 5/13/2008	Black Diamond Equipment, Ltd.	Registered
USE.DESIGN.ENGIN EER.BUILD.REPEAT	United States	85/818,287 1/8/2013	4941659 4/19/2016	Black Diamond Equipment, Ltd.	Registered
ZONE	United States	87/897,833 4/27/2018		Black Diamond Equipment, Ltd.	Pending Application
	United States	75/413044 01/02/1998	2,366,779 07/11/2000	Sierra Bullets, L.L.C.	Registered
	United States	74/271428 05/01/1992	1,745,706 01/12/1993	Sierra Bullets, L.L.C.	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
MATCHKING	United States	74/271427 05/01/1992	1,741,187 12/22/1992	Sierra Bullets, L.L.C.	Registered
PRO-HUNTER	United States	74/271426 05/01/1992	1,743,032 12/29/1992	Sierra Bullets, L.L.C.	Registered
	United States	74/271251 05/01/1992	1,786,537 08/10/1993	Sierra Bullets, L.L.C.	Registered
SIERRA INFINITY	United States	76/148629 10/17/2000	2,646,777 11/05/2002	Sierra Bullets, L.L.C.	Registered
SPORTS MASTER	United States	74/271430 05/01/1992	1,741,188 12/22/1992	Sierra Bullets, L.L.C.	Registered
THE BULLETSMITHS	United States	73/204827 02/23/1979	1,145,464 01/06/1981	Sierra Bullets, L.L.C.	Registered
THE BULLETSMITHS	United States	76/192964 01/11/2001	2,510,019 11/20/2001	Sierra Bullets, L.L.C.	Registered
TOURNAMENT MASTER	United States	74/271229 05/01/1992	1,908,356 08/01/1995	Sierra Bullets, L.L.C.	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
BULLETSMITHS	United States	76/632920 03/04/2005	3,084,260 04/25/2006	Sierra Bullets, L.L.C.	Registered
	United States	76/710876 03/09/2012	4,752,115 06/09/2015	Sierra Bullets, L.L.C.	Registered
	United States	76/713672 03/11/2013	4,416,302 10/15/2013	Sierra Bullets, L.L.C.	Registered
TMK	United States	86/618915 05/04/2015	4,866,815 12/08/2015	Sierra Bullets, L.L.C.	Registered
	United States	86/618960 05/04/2015	4,949,482 05/03/2016	Sierra Bullets, L.L.C.	Registered
	United States	86/618976 05/04/2015	4,866,823 12/08/2015	Sierra Bullets, L.L.C.	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
MatchKing	United States	86/618937 05/04/2015	4,866,818 12/08/2015	Sierra Bullers, L.L.C.	Registered

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TRADEMARK

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RECORDED: 07/03/2018