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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM592920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EOTECH, LLC		07/31/2020	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2070175	EOTECH
Registration Number:	2878695	HWS
Registration Number:	2006681	HOLO SIGHT
Registration Number:	4354014	ZOMBIE STOPPER
Registration Number:	4449028	XBOW
Registration Number:	4694407	G33
Registration Number:	4703885	TRANSFORM YOUR ARSENAL
Registration Number:	5223943	E
Registration Number:	5224058	VUDU
Registration Number:	1884658	BEAMHIT
Registration Number:	2488173	LMTS
Serial Number:	88217580	FIELD VISION
Registration Number:	3906328	
Registration Number:	3868846	
Registration Number:	4550410	
Registration Number:	5148731	
Registration Number:	5148734	

TRADEMARK REEL: 007029 FRAME: 0063

900565033

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye (074658-20075 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20075
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	08/19/2020

Total Attachments: 10

source=Intellectual Property Security Agreement (PNC-EOTECH)#page1.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page2.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page3.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page4.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page5.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page6.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page7.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page8.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page9.tif source=Intellectual Property Security Agreement (PNC-EOTECH)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of this 31st day of July, 2020, by EOTECH, LLC, a Michigan limited liability company ("<u>Grantor</u>"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor and certain Affiliates of Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT AND REAFFIRMATION OF SECURITY INTEREST</u>. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>IP Collateral</u>"), with power of sale to the extent permitted by law:
 - (a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;
 - (b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;
 - (c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;
 - (d) all reissues, continuations or extensions of the foregoing; and

- (e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>REPRESENTATIONS, WARRANTIES AND AGREEMENTS</u>. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: <u>Schedule 1</u> hereto accurately lists all IP Collateral registered with the United States Patent and Trademark Office and the United States Copyright Office as of the date hereof.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral or remove any expired IP Collateral, as applicable, of Grantor identified by an update to Schedule 5.9 to the Credit Agreement delivered in accordance with Section 9.17 of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on <u>Schedule 1</u>.
- 7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 8. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 9. <u>CONSTRUCTION</u>. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

EQTECH, LLC

By:

Name: Joseph L. Caradonna Title: Manager

[Signature Page to Intellectual Property Security Agreement]

Accepted and agreed:

PNC BANK, NATIONAL ASSOCIATION

By: Name:

Robert T. Orzechowski

Title:

Senior Vice President

SCHEDULE 1

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Trademark	Owner	Country	App./Reg. No.	App./Reg. Date	Status
FIELD VISION	Eotech, LLC	Canada	1938664	1/2/2019	Pending
ЕОТЕСН	Eotech, LLC	China	7475954	6/28/2012	Registered
ЕОТЕСН	Eotech, LLC	China	7475953	1/21/2011	Registered
HOLO SIGHT	Eotech, LLC	European Union (EUTM)	18023232	2/15/2019	Pending - Opposed
ЕОТЕСН	Eotech, LLC	European Union (EUTM)	9365751	3/15/2011	Registered
FIELD VISION	Eotech, LLC	European Union (EUTM)	018005379	12/31/2018	Pending
ЕОТЕСН	Eotech, LLC	Korea	40-968680	5/10/2013	Registered
FIELD VISION	Eotech, LLC	United Kingdom	UK00003363999	12/31/2019	Pending
ЕОТЕСН	Eotech, LLC	United States	2070175	6/10/1997	Registered
HWS	Eotech, LLC	United States	2878695	8/31/2004	Registered
HOLO SIGHT	Eotech, LLC	United States	2006681	10/8/1996	Registered
& Zombie Stopper	Eotech, LLC	United States	4354014	6/18/2013	Registered

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Trademark	Owner	Country	App./Reg. No.	App./Reg. Date	Status
XBOW	Eotech, LLC	United States	4449028	12/10/2013	Registered
G33	Eotech,	United States	4694407	3/3/2015	Registered
TRANSFORM YOUR ARSENAL	Eotech, LLC	United States	4703885	3/17/2015	Registered
	Eotech, LLC	United States	5223943	6/13/2017	Registered
VUDU	Eotech, LLC	United States	5224058	6/13/2017	Registered
BEAMHIT	Eotech, LLC	United States	1884658	3/21/1995	Registered
LMTS	Eotech, LLC	United States	2488173	9/11/2001	Registered
FIELD VISION	Eotech, LLC	United States	88/217580	12/5/2018	Pending
	Eotech, LLC	United States	3906328	1/18/2011	Registered
\$2.5	Eotech, LLC	United States	3868846	10/26/2010	Registered
	Eotech, LLC	United States	4550410	6/17/2014	Registered
\$	Eotech, LLC	United States	5148731	2/28/2017	Registered
\$ 3	Eotech, LLC	United States	5148734	2/28/2017	Registered

[Intellectual Property Security Agreement] Schedule 1 – Page 2

Patents:

	I_	App./Patent	App./Reg.	_	
Title	Country		Date	Owner	Status
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	Brazil	1120160262654	11/9/2016	Eotech, LLC	Published
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	Canada	2948669	5/11/2015	Eotech, LLC	Pending
HOLOGRAPHIC WEAPON SIGHT	Canada	138673	1/12/2011	Eotech, LLC	Granted
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	China	106716048	5/11/2015	Eotech, LLC	Granted
FIREARM LASER TRAINING SYSTEM AND METHOD FACILITATING FIREARM TRAINING	European Union	1295079	6/11/2001	Eotech, LLC	Granted
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	European Union	15828263	5/11/2015	Eotech, LLC	Pending
FIREARM LASER TRAINING SYSTEM AND METHOD FACILITATING FIREARM TRAINING	Germany	60115445	6/11/2001	Eotech, LLC	Granted
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	India	201617041361	5/11/2015	Eotech, LLC	Pending
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	Israel	248822	11/8/2016	Eotech, LLC	Pending
FIREARM LASER TRAINING SYSTEM AND METHOD FACILITATING FIREARM TRAINING	Japan	2003536045	6/11/2001	Eotech, LLC	Granted
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	Japan	2017511570	5/11/2015	Eotech, LLC	Pending
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	Russia	2677608	5/11/2015	Eotech, LLC	Granted
LIGHTWEIGHT HOLOGRAPHIC SIGHT	United States	6490060	10/13/2000	Eotech, LLC	Granted
FIREARM LASER TRAINING SYSTEM AND METHOD	United States	6572375	1/16/2001	Eotech, LLC	Granted

 $[Intellectual\ Property\ Security\ Agreement]\\ Schedule\ 1-Page\ 3$

Title	Country		App./Reg.	Owner	Status
	Country	No.	Date	O WILL	ouns
EMPLOYING MODIFIED BLANK CARTRIDGES FOR SIMULATING OPERATION OF A FIREARM					
FIREARM LASER TRAINING SYSTEM AND METHOD EMPLOYING AN ACTUABLE TARGET ASSEMBLY	United States	6575753	5/21/2001	Eotech, LLC	Granted
LASER TRANSMITTER ASSEMBLY CONFIGURED FOR PLACEMENT WITHIN A FIRING CHAMBER AND METHOD OF SIMULATING FIREARM OPERATION	United States	6579098	1/16/2001	Eotech, LLC	Granted
FIREARM LASER TRAINING SYSTEM AND METHOD FACILITATING FIREARM TRAINING	United States	6616452	6/11/2001	Eotech, LLC	Granted
LOW PROFILE HOLOGRAPHIC SIGHT AND METHOD OF MANUFACTURING SAME	United States	7145703	1/27/2005	Eotech, LLC	Granted
AIMING SIGHT HAVING FIXED LIGHT EMITTING DIODE (LED) ARRAY AND ROTATABLE COLLIMATOR	United States	7225578	1/6/2005	Eotech, LLC	Granted
FUSED THERMAL AND DIRECT VIEW AIMING SIGHT	United States	7319557	1/26/2005	Eotech, LLC	Granted
WEAPON SIGHT	United States	29714253	11/21/2019	Eotech, LLC	Pending
INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	United States	9482803	5/9/2014	Eotech, LLC	Granted
HOLOGRAPHIC WEAPON SIGHT	United States	D662566	7/15/2010	Eotech, LLC	Granted
ENHANCED VISION SYSTEMS AND METHODS	United States	16/319446	1/21/2019	Eotech, LLC	Pending
TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	United States	16/691192	11/21/2019	Eotech, LLC	Pending
UNITARY CARRIER FOR HOLOGRAPHIC	United States	16/691117	11/21/2019	Eotech, LLC	Pending

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Title	Country	App./Patent No.	App./Reg. Date	Owner	Status
COMPONENTS					
POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	United States	16/691291	11/21/2019	Eotech, LLC	Pending
TAPERED OUTERSHELL HOUSING IN A WEAPONS SIGHT	United States	16/690706	11/21/2019	Eotech, LLC	Pending
MODULAR WEAPON SIGHT ASSEMBLY	United States	16/690512	11/21/2019	Eotech, LLC	Pending

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RECORDED: 08/19/2020

None.

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