

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI60580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra Bullets, L.L.C.		02/29/2024	Limited Liability Company: DELAWARE
Barnes Bullets - Mona, LLC		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Truist Bank		
Street Address:	3333 Peachtree Rd.		
Internal Address:	6th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	74044793	X BULLET	
Serial Number:	77349228	TSX	
Serial Number:	77197245	VARMINT GRENADE	
Serial Number:	86494262	RANGE AR	
Serial Number:	85811775	BARNES	
Serial Number:	85811776	BARNES	
Serial Number:	85811780	BARNES	
Serial Number:	85811791	BARNES	
Serial Number:	85811774	BARNES	
Serial Number:	85811785	BARNES	
Serial Number:	85811786	BARNES	
Serial Number:	85811788	BARNES	
Serial Number:	85010098	VOR-TX	
Serial Number:	85811782	BARNES	
Serial Number:	85811792	BARNES	
Serial Number:	77786189	BARNES TSX	

CH \$1040.00.00 74044793

Property Type	Number	Word Mark
Serial Number:	85853573	TAC-XPD
Serial Number:	98331734	X BULLET
Serial Number:	78730460	EXPANDER
Serial Number:	74271251	SIERRA
Serial Number:	74271427	MATCHKING
Serial Number:	74271430	SPORTS MASTER
Serial Number:	74271428	GAMEKING
Serial Number:	74271426	PRO-HUNTER
Serial Number:	74271229	TOURNAMENT MASTER
Serial Number:	76710876	THE BULLETSMITHS SIERRA
Serial Number:	97031360	OUTDOOR MASTER
Serial Number:	86618937	MATCHKING
Serial Number:	88117415	GAMECHANGER
Serial Number:	88153545	SIERRA THE BULLETSMITHS
Serial Number:	88153561	SIERRA THE BULLETSMITHS
Serial Number:	76713672	SIERRA THE BULLETSMITHS
Serial Number:	76632920	BULLETSMITHS
Serial Number:	86618915	TMK
Serial Number:	88153603	SIERRA
Serial Number:	76192964	THE BULLETSMITHS
Serial Number:	88618755	PRAIRIE ENEMY
Serial Number:	75413044	BLITZKING
Serial Number:	86618960	TIPPED MATCHKING
Serial Number:	86618976	SIERRA THE BULLETSMITHS
Serial Number:	88153616	THE BULLETSMITHS

CORRESPONDENCE DATA

Fax Number: 4045725100
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: 4045723117
Email: AQuinn@KSLAW.com
Correspondent Name: Alanna Quinn
Address Line 1: 1180 Peachtree St NE
Address Line 2: Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Alanna Quinn
SIGNATURE:	Alanna Quinn
DATE SIGNED:	02/29/2024

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 29th day of February, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) in favor of **TRUIST BANK**, in its capacity as Collateral Agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Credit Parties have requested that the Agents and Lenders establish a revolving loan facility and a term loan facility in favor of Borrowers, that the Swingline Lender establish a swingline loan sub-facility, and that the Issuing Bank establish a letter of credit sub-facility in favor of Borrowers, all pursuant to that certain Credit Agreement dated of even date herewith among the Credit Parties, the Lenders party thereto and the Agents (as now or at any time hereafter amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”).

WHEREAS, the Agents and Lenders are unwilling to provide such revolving credit facility and term loan facility, the Swingline Lender is unwilling to provide such swingline loan sub-facility, and the Issuing Bank is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantors enter into that certain Security Agreement dated of even date herewith between Credit Parties and the Collateral Agent (as now or at any time hereafter amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”).

WHEREAS, the Agents and Lenders are unwilling to provide such revolving credit facility and term loan facility, the Swingline Lender is unwilling to provide such swingline loan sub-facility, and the Issuing Bank is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantors enter into this Trademark Security Agreement in order, among other purposes, to evidence their grant to the Collateral Agent, for the benefit of Secured Parties, of a Lien in the Trademark Collateral (as defined below).

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein (including in the preamble and recitals hereto) 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 grants and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the full and final payment and performance of all Obligations, a continuing security interest for the duration of the Security Agreement (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all Trademarks now owned by the Grantor and Trademark Licenses to which it is a party including those Trademarks referred to on Schedule I;

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

(c) all proceeds 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 Trademark 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 Trademark License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Collateral. For the avoidance of doubt, the Trademark Collateral shall not include the intent-to-use trademark applications referred to on Schedule I until the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1060(a) (or any successor provision), such “intent-to-use” trademark application.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the full and final payment and performance of all Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Miscellaneous. All terms of Section 11 of the Credit Agreement, as such Section 11 is in effect on the Closing Date, and as it may be modified or amended from time to time hereafter in accordance with Section 11.4 thereof, are herewith incorporated by reference into this Trademark Security Agreement and made an integral part hereof, as fully and completely as if set forth verbatim herein, with specific respect to this Trademark Security Agreement, such that each reference therein to “this Agreement” (and words of similar import) in said Section 11 shall mean and refer, for purposes hereof, to this Trademark Security Agreement, *mutatis mutandis*.

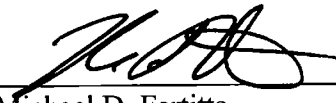
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

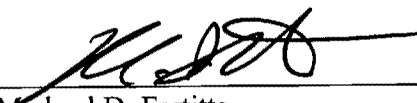
SIERRA BULLETS, L.L.C.

By: Bullseye Acquisitions, LLC, its Sole Member

By: 
Name: Michael D. Fertitta
Title: Vice President

BARNES BULLETS – MONA, LLC

By: Sierra Bullets, L.L.C., its Sole Member
By: Bullseye Acquisitions, LLC, its Sole Member

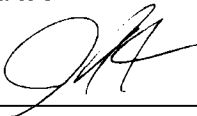
By: 
Name: Michael D. Fertitta
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TRUIST BANK

By:  _____

Name: John Harrell

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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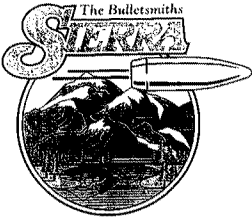


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Reg Date</u>
Barnes Bullets - Mona, LLC	X BULLET	74044793	1990-04-02	1632289	1991-01-22
Barnes Bullets - Mona, LLC	TSX	77349228	2007-12-11	3753578	2010-03-02
Barnes Bullets - Mona, LLC	VARMINT GRENADE	77197245	2007-06-04	3421758	2008-05-06
Barnes Bullets - Mona, LLC	RANGE AR	86494262	2015-01-02	4766198	2015-06-30
Barnes Bullets - Mona, LLC	BARNES	85811775	2012-12-28	4387530	2013-08-20
Barnes Bullets - Mona, LLC	BARNES	85811776	2012-12-28	4387531	2013-08-20
Barnes Bullets - Mona, LLC	BARNES	85811780	2012-12-28	4387532	2013-08-20
Barnes Bullets - Mona, LLC	<i>BARNES</i>	85811791	2012-12-28	4383685	2013-08-13
Barnes Bullets - Mona, LLC	<i>BARNES</i>	85811774	2012-12-28	4380017	2013-08-06

Barnes Bullets - Mona, LLC	BARNES	85811785	2012-12-28	4387533	2013-08-20
Barnes Bullets - Mona, LLC	<i>BARNES</i>	85811786	2012-12-28	4487212	2014-02-25
Barnes Bullets - Mona, LLC	<i>BARNES</i>	85811788	2012-12-28	4483650	2014-02-18
Barnes Bullets - Mona, LLC	VOR-TX	85010098	2010-04-09	3982498	2011-06-21
Barnes Bullets - Mona, LLC	BARNES	85811782	2012-12-28	4487211	2014-02-25
Barnes Bullets - Mona, LLC	<i>BARNES</i>	85811792	2012-12-28	4383686	2013-08-13
Barnes Bullets - Mona, LLC	BARNES TSX	77786189	2009-07-21	3982049	2011-06-21
Barnes Bullets - Mona, LLC	TAC-XPD	85853573	2013-02-19	4503058	2014-03-25
Barnes Bullets - Mona, LLC	X BULLET	98331734	2023-12-27		
Barnes Bullets - Mona, LLC	EXPANDER	78730460	2005-10-11	3320532	2007-10-23
Sierra Bullets, LLC	<i>SIERRA</i>	74271251	1992-05-01	1786537	1993-08-10
Sierra Bullets, LLC	MATCHKING	74271427	1992-05-01	1741187	1992-12-22

Sierra Bullets, LLC	SPORTS MASTER	74271430	1992-05-01	1741188	1992-12-22
Sierra Bullets, LLC	GAMEKING	74271428	1992-05-01	1745706	1993-01-12
Sierra Bullets, LLC	PRO-HUNTER	74271426	1992-05-01	1743032	1992-12-29
Sierra Bullets, LLC	TOURNAMENT MASTER	74271229	1992-05-01	1908356	1995-08-01
Sierra Bullets, LLC		76710876	2012-03-09	4752115	2015-06-09
Sierra Bullets, LLC	OUTDOOR MASTER	97031360	2021-09-16	6871521	2022-10-11
Sierra Bullets, LLC		86618937	2015-05-04	4866818	2015-12-08
Sierra Bullets, LLC	GAMECHANGER	88117415	2018-09-14	5733115	2019-04-23
Sierra Bullets, LLC		88153545	2018-10-12	5881332	2019-10-08

Sierra Bullets, LLC	SIERRA THE BULLETSMITHS	88153561	2018-10-12	5733988	2019-04-23
Sierra Bullets, LLC		76713672	2013-03-11	4416302	2013-10-15
Sierra Bullets, LLC	BULLETSMITHS	76632920	2005-03-04	3084260	2006-04-25
Sierra Bullets, LLC	TMK	86618915	2015-05-04	4866815	2015-12-08
Sierra Bullets, LLC	SIERRA	88153603	2018-10-12	5733989	2019-04-23
Sierra Bullets, LLC	THE BULLETSMITHS	76192964	2001-01-11	2510019	2001-11-20
Sierra Bullets, LLC	PRAIRIE ENEMY	88618755	2019-09-16	6217866	2020-12-08
Sierra Bullets, LLC		75413044	1998-01-02	2366779	2000-07-11
Sierra Bullets, LLC		86618960	2015-05-04	4949482	2016-05-03
Sierra Bullets, LLC		86618976	2015-05-04	4866823	2015-12-08

Sierra Bullets, LLC	THE BULLETSMITHS	88153616	2018-10-12	5733990	2019-04-23
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Foreign Trademarks

None.