

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IP Holdings, Inc.		06/07/2016	Corporation: TEXAS
Good Sportsman Marketing, L.L.C.		06/07/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	300 S. Wacker Dr., Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3447381	AMERICAN HUNTER
Registration Number:	3527326	AMERICAN HUNTER
Registration Number:	3139624	ATOM
Registration Number:	2900310	BOOK OWL
Registration Number:	4351437	CARBINE
Registration Number:	2582104	CYCLOPS
Registration Number:	3152579	CYCLOPS
Registration Number:	3914596	DRONE
Registration Number:	3550617	EPIC
Registration Number:	3527328	FEEDERMAX
Registration Number:	3319823	GAME EAR
Registration Number:	2996129	GAME STALKER
Registration Number:	2839580	GET OUT OF THE DARK
Registration Number:	4479881	GSM OUTDOORS THINK OUTSIDE
Registration Number:	3709543	HEAR LIKE YOU'VE NEVER HEARD BEFORE
Registration Number:	2706917	HELIOS
Registration Number:	3118675	KNOCK OUT
Registration Number:	4337583	MAESTRO GAME CALLS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4625925	MATRIX
Registration Number:	3485828	PATROLLER
Registration Number:	2878356	PHOENIX
Registration Number:	3423833	PROWLER
Registration Number:	3840171	R3
Registration Number:	3840173	R3 REFRESH · REUSE · RECYCLE
Registration Number:	4625926	REFLEX
Registration Number:	3128591	SIGHT-RITE
Registration Number:	4363039	SKOUT
Registration Number:	4646523	STEALTH CAM
Registration Number:	3333076	STEALTH CAM
Registration Number:	3753587	STEALTH CAM
Registration Number:	3101116	THOR
Registration Number:	4172881	TITAN
Registration Number:	4219209	TRIAD
Registration Number:	3630504	WALKER'S
Registration Number:	4498178	WESTERN RIVERS
Registration Number:	4479934	WESTERN RIVERS
Registration Number:	3169214	WILDVIEW
Registration Number:	3177564	WILDVIEW
Registration Number:	4646524	
Serial Number:	86808030	RAZOR
Serial Number:	85801066	REVO

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.008
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	06/07/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2016, by IP HOLDINGS, INC., a Texas corporation ("IP") and Good Sportsman Marketing, L.L.C., a Texas limited liability company ("GSM"; together with IP, the "Grantors" and each, a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among GSM, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of GSM;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security 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, each 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

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

IP HOLDINGS, Inc., a Texas corporation

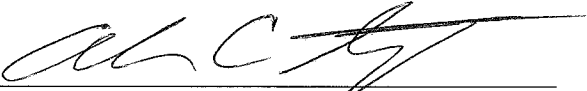
By: SP Roberts
Name: Sean P. Roberts
Title: Vice President, Treasurer and Assistant Secretary

GOOD SPORTSMAN MARKETING, L.L.C., a
Texas limited liability company


By: SP Roberts
Name: Sean P. Roberts
Title: Vice President, Treasurer and Assistant
Secretary




ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
AMERICAN HUNTER	3447381	June 17, 2008	IP Holdings, Inc.
AMERICAN HUNTER	3527326	November 4, 2008	IP Holdings, Inc.
ATOM	3139624	September 5, 2006	IP Holdings, Inc.
BOOK OWL	2900310	November 2, 2004	IP Holdings, Inc.
CARBINE	4351437	June 11, 2013	IP Holdings, Inc.
CYCLOPS	2582104	June 18, 2002	IP Holdings, Inc.
CYCLOPS	3152579	October 10, 2006	IP Holdings, Inc.
DRONE	3914596	February 1, 2011	IP Holdings, Inc.
EPIC	3550617	December 23, 2008	IP Holdings, Inc.
FEEDERMAX	3527328	November 4, 2008	IP Holdings, Inc.
GAME EAR	3319823	October 23, 2007	IP Holdings, Inc.
GAME STALKER	2996129	September 13, 2005	IP Holdings, Inc.
GET OUT OF THE DARK	2839580	May 11, 2004	IP Holdings, Inc.
GSM OUTDOORS THINK OUTSIDE & DESIGN 	4479881	February 11, 2014	IP Holdings, Inc.

HEAR LIKE YOU'VE NEVER HEARD BEFORE	3709543	November 10, 2009	IP Holdings, Inc.
HELIOS	2706917	April 15, 2003	IP Holdings, Inc.
KNOCK OUT	3118675	July 25, 2006	IP Holdings, Inc.
MAESTRO GAME CALLS & DESIGN 	4337583	May 21, 2013	IP Holdings, Inc.
MATRIX	4625925	October 21, 2014	IP Holdings, Inc.
PATROLLER	3485828	August 12, 2008	IP Holdings, Inc.
PHOENIX	2878356	August 31, 2004	IP Holdings, Inc.
PROWLER	3423833	May 6, 2008	IP Holdings, Inc.
R3	3840171	August 31, 2010	IP Holdings, Inc.
R3 REFRESH · REUSE · RECYCLE & DESIGN 	3840173	August 31, 2010	IP Holdings, Inc.
REFLEX	4625926	October 21, 2014	IP Holdings, Inc.
SIGHT-RITE	3128591	August 15, 2006	IP Holdings, Inc.
SKOUT	4363039	July 9, 2013	IP Holdings, Inc.
STEALTH CAM & DESIGN 	4646523	November 25, 2014	IP Holdings, Inc.
STEALTH CAM	3333076	November 13, 2007	IP Holdings, Inc.

STEALTH CAM	3753587	March 2, 2010	IP Holdings, Inc.
THOR	3101116	June 6, 2006	IP Holdings, Inc.
TITAN	4172881	July 10, 2012	IP Holdings, Inc.
TRIAD	4219209	October 2, 2012	IP Holdings, Inc.
WALKER'S	3630504	June 2, 2009	IP Holdings, Inc.
WESTERN RIVERS & DESIGN 	4498178	March 18, 2014	IP Holdings, Inc.
WESTERN RIVERS	4479934	February 11, 2014	IP Holdings, Inc.
WILDVIEW	3169214	November 7, 2006	IP Holdings, Inc.
WILDVIEW	3177564	November 28, 2006	IP Holdings, Inc.
Design Only (STEALTH CAM) 	4646524	November 25, 2014	IP Holdings, Inc.
STEALTH CAM & DESIGN 	911661	August 19, 2015	IP Holdings, Inc.
STEALTH CAM	765405	April 30, 2010	IP Holdings, Inc.
TRIAD	858035	August 20, 2013	IP Holdings, Inc.

Design Only 	911659	August 19, 2015	IP Holdings, Inc.
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TRADEMARK APPLICATIONS

RAZOR by Good Sportsman Marketing, L.L.C., application number 86808030 filed on November 3, 2015.

REVO by IP Holdings, Inc., application number 85801066 filed on December 12, 2012.