

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DO OUTDOORS, LLC		01/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	2100 ROSS AVENUE		
Internal Address:	SUITE 1850		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4164673	AMERICAN HERO	
Registration Number:	4343702	CAT DADDY	
Registration Number:	5087764	DAVID FRITTS GET'R BACK	
Registration Number:	3865480	DO OUTDOORS	
Registration Number:	3865484	ENDURATECH TECHNOLOGIES	
Registration Number:	4929480	LADY ANGLER	
Registration Number:	4085325	LASER	
Registration Number:	3834772	LEW'S	
Registration Number:	5065468	MACH 1	
Registration Number:	4369479	MR. BASS	
Registration Number:	4335930	MR. CATFISH	
Registration Number:	4868267	MR. STRIPER	
Registration Number:	4593276	MR. TROUT	
Registration Number:	3865483	RELIANCE TECHNOLOGIES	
Registration Number:	4262295	SPEED CAST	
Registration Number:	5025785	SPEED DIAL	
Registration Number:	4861079	SPEED KEEPER	
Registration Number:	4801244	SPEED LUBE	
TRADEMARK			

OP \$765.00 4164673

Property Type	Number	Word Mark
Registration Number:	3834775	SPEED SPIN
Registration Number:	3834776	SPEED SPOOL
Registration Number:	4955473	SPEED SPOOL
Registration Number:	4065560	SPEED STICK
Registration Number:	4873609	SPORTSMANS FACTORY OUTLET
Registration Number:	4433824	SUPER DUTY
Registration Number:	3865485	TACKLE BAGS DIRECT
Registration Number:	3928717	TEAM LEW'S
Registration Number:	4942848	TROUT DADDY
Registration Number:	4801163	WE GO
Serial Number:	87159553	CRUSH
Serial Number:	87159531	MACH

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.

Email: ELIZABETH.BURKHARD@HKLAW.COM

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVE.

Address Line 2: 11TH FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 057833.00078

NAME OF SUBMITTER: LAURA O'BRIEN

SIGNATURE: /LAURA O'BRIEN/

DATE SIGNED: 01/24/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, and/or joined from time to time, the “IP Security Agreement”) dated as of January 20, 2017, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its permitted successors and assigns in such capacity, “Agent”).

WHEREAS, DO OUTDOORS, LLC, a Delaware limited liability company (“Outdoors” and together with each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) Reserved;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes that this IP Security Agreement be recorded with the United States Patent and Trademark Office.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement.

SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

SECTION 8. **Release.** Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon payment in full of the Obligations (other than contingent indemnification obligations that expressly survive termination of the Credit Agreement and for which no claim has been asserted) and termination of the Credit Agreement, at any Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any

further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[Remainder of page intentionally left blank]

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

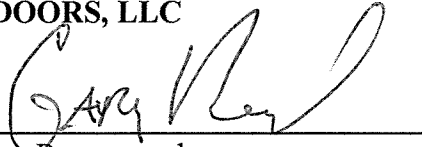
GRANTOR

DO OUTDOORS, LLC

By: _____

Name: Gary Remensnyder

Title: President

A handwritten signature in black ink, appearing to read "Gary Remensnyder", is written over a horizontal line. The signature is cursive and somewhat stylized.

SCHEDULE A


PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
AMERICAN HERO	85473896 (November 16, 2011)	4164673 (June 26, 2012)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
CAT DADDY	85562972 (March 7, 2012)	4343702 (May 28, 2013)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
CRUSH	87159553 (September 2, 2016)	Pending	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
DAVID FRITTS GET'R BACK	86710964 (July 31, 2015)	5087764 (November 22, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
DO OUTDOORS	77778441 (July 10, 2009)	3865480 (October 19, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
ENDURATECH TECHNOLOGIES	77778775 (July 10, 2009)	3865484 (October 19, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
LADY ANGLER	86776392 (October 2, 2015)	4929480 (March 29, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
LASER	85088588 (July 20, 2010)	4085325 (January 10, 2012)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
LEW'S	77913502 (January 16, 2010)	3834772 (August 17, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
MACH	87159531 (September 2, 2016)	Pending	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
MACH 1	86710891 (July 31, 2015)	5065468 (October 18, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
MR. BASS	85531157 (February 1, 2012)	4369479 (July 16, 2013)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
MR. CATFISH	85531104 (February 1, 2012)	4335930 (May 14, 2013)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
MR. STRIPER	86487651 (December 22, 2014)	4868267 (December 8, 2015)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
MR. TROUT	85531124 (February 1, 2012)	4593276 (August 26, 2014)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
RELIANCE TECHNOLOGIES	77778617 (July 10, 2009)	3865483 (October 19, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPEED CAST	85429152 (September 22, 2011)	4262295 (December 18, 2012)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPEED DIAL	86840837 (December 7, 2015)	5025785 (August 23, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPEED KEEPER	86517871 (January 29, 2015)	4861079 (November 24, 2015)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPEED LUBE	86487909 (December 22, 2014)	4801244 (August 25, 2015)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPEED SPIN	77913515 (January 16, 2010)	3834775 (August 17, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
	77913526 (January 16, 2010)	3834776 (August 17, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPEED SPOOL	86739172 (August 27, 2015)	4955473 (May 10, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
SPEED STICK	85088565 (July 20, 2010)	4065560 (December 6, 2011)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SPORTSMANS FACTORY OUTLET	86615513 (April 30, 2015)	4873609 (December 22, 2015)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
SUPER DUTY	85774767 (November 8, 2012)	4433824 (November 12, 2013)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
TACKLE BAGS DIRECT	77778803 (July 10, 2009)	3865485 (October 19, 2010)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
TEAM LEW'S	85109431 (August 17, 2010)	3928717 (June 25, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
TROUT DADDY	86615588 (April 30, 2015)	4942848 (April 19, 2016)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri
WE GO	86424525 (October 15, 2014)	4801163 (August 25, 2015)	Do Outdoors, LLC (Delaware LLC) Springfield, Missouri

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None.