

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477906

| | | | |
|-----------------------------------|--|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MAURICE SPORTING GOODS LLC | | 12/29/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC BANK USA, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 120 S. LASALLE STREET | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 52 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1285361 | BLACK BEAUTY | |
| Registration Number: | 3586998 | BLAZE | |
| Registration Number: | 2956463 | CALYPSO | |
| Registration Number: | 2352062 | CEDAR KEY | |
| Registration Number: | 3700058 | CELSIUS | |
| Registration Number: | 5223671 | CHARTER MARINE ACCESSORIES | |
| Registration Number: | 3887569 | COMPETITOR | |
| Registration Number: | 3926538 | CORDCRAFT | |
| Registration Number: | 1934021 | CRYSTAL RIVER | |
| Registration Number: | 2038152 | CRYSTAL RIVER | |
| Registration Number: | 1669010 | ECLIPSE | |
| Registration Number: | 2257696 | EXPLORER | |
| Registration Number: | 2261686 | FAMILY FISHING FUN | |
| Registration Number: | 1524709 | FATAL ATTRACTION | |
| Registration Number: | 4142941 | FIELDTEQ | |
| Registration Number: | 4828417 | HAZE | |
| Registration Number: | 1808532 | HURRICANE | |
| Registration Number: | 2094449 | INVISIA-LEADER | |
| Registration Number: | 2261142 | KODIAC | |
| TRADEMARK | | | |

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| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 1705160 | MICROLITE |
| Registration Number: | 4447968 | MUDVILLE CATMASTER |
| Registration Number: | 4074470 | N GAGE |
| Registration Number: | 5125877 | PROPEL PADDLE GEAR BY SHORELINE MARINE |
| Registration Number: | 5205312 | PROPEL PADDLE GEAR BY SHORELINE MARINE |
| Registration Number: | 4342304 | R2F |
| Registration Number: | 2202287 | RATTLESNAKE |
| Registration Number: | 2324514 | READY2FISH |
| Registration Number: | 2416810 | ROYAL COACHMAN |
| Registration Number: | 4426730 | SALTY BUCK |
| Registration Number: | 4150605 | SHORELINE MARINE |
| Registration Number: | 4151691 | SHORELINE MARINE |
| Registration Number: | 3064875 | SILVERLAKE |
| Registration Number: | 1934913 | SOUTH BEND |
| Registration Number: | 3190665 | SOUTH BEND |
| Registration Number: | 3090603 | TOTAL TACKLE |
| Registration Number: | 2206337 | TROPHY TAMER |
| Registration Number: | 2692908 | WALLEYES ONLY |
| Registration Number: | 5329300 | WORM GEAR |
| Registration Number: | 4092308 | ZON |
| Registration Number: | 4305887 | ZOO KIDS |
| Registration Number: | 1150539 | DANCO |
| Registration Number: | 1171455 | DANIELSON |
| Registration Number: | 1926560 | ENVIROQUEST |
| Registration Number: | 2534848 | ZING TAIL |
| Registration Number: | 4540100 | RIP-N ROLL |
| Registration Number: | 2980537 | SICKLE |
| Registration Number: | 3909066 | ZEN SERIES |
| Serial Number: | 87411801 | BLACK BEARD |
| Serial Number: | 87072389 | EGGAERATOR |
| Serial Number: | 87411779 | MUTINY |
| Registration Number: | 848149 | OUTDOORSMAN |
| Registration Number: | 520150 | SOUTH BEND |

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339038-00106

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 06/13/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 29, 2017, by MAURICE SPORTING GOODS LLC ("Grantor"), in favor of CIBC BANK USA, as Administrative Agent for the Lenders ("Grantee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor has entered into that certain Loan and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Grantee and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to

allege use is submitted to and accepted by the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

MAURICE SPORTING GOODS LLC

By: 

Name: Keith W. Jaffee

Title: Chairman

TRADEMARK

REEL: 006352 FRAME: 0284

Acknowledged:

CIBC BANK USA, as Administrative Agent

By *[Signature]*

Name: *Debra H. Smith*

Title: *Managing Director*

Schedule 1
to
Trademark Security Agreement

| Mark | Country | Application/ Registration Number | Date Filed/ Date Registered |
|---|----------------|---|--|
| BLACK BEAUTY | US | 1,285,361 | 7/10/1984 |
| BLAZE | US | 3,586,998 | 3/10/2009 |
| CALYPSO | US | 2,956,463 | 5/31/2005 |
| CEDAR KEY and Design | US | 2,352,062 | 5/23/2000 |
| CELSIUS | US | 3,700,058 | 10/20/2009 |
| CHARTER MARINE ACCESSORIES | US | 5,223,671 | 6/13/2017 |
| COMPETITOR | US | 3,887,569 | 12/7/2010 |
| CORDCRAFT | US | 3,926,538 | 3/1/2011 |
| CRYSTAL RIVER | US | 1,934,021 | 11/7/1995 |
| CRYSTAL RIVER | US | 2,038,152 | 2/18/1997 |
| ECLIPSE | US | 1,669,010 | 12/17/1991 |
| EXPLORER | US | 2,257,696 | 6/29/1999 |
| FAMILY FISHING FUN | US | 2,261,686 | 7/13/1999 |
| FATAL ATTRACTION | US | 1,524,709 | 2/14/1989 |
| FIELDTEQ | US | 4,142,941 | 5/15/2012 |
| HAZE | US | 4,828,417 | 10/6/2015 |
| HURRICANE | US | 1,808,532 | 11/30/1993 |
| INVISIA-LEADER | US | 2,094,449 | 9/9/1997 |
| KODIAC | US | 2,261,142 | 7/13/1999 |
| MICROLITE | US | 1,705,160 | 8/4/1992 |
| MUDVILLE CATMASTER | US | 4,447,968 | 12/10/2013 |
| N GAGE | US | 4,074,470 | 12/20/2011 |
| OUTDOORSMAN | US | 848,149 | 4/30/1968 |
| PROPEL PADDLE GEAR BY SHORELINE MARINE | US | 5,125,877 | 1/17/2017 |

| Mark | Country | Application/ Registration Number | Date Filed/ Date Registered |
|---|---------|--|-----------------------------------|
| PROPEL PADDLE GEAR BY SHORELINE MARINE | US | 5,205,312 | 5/16/2017 |
| R2F | US | 4,342,304 | 5/28/2013 |
| RATTLESNAKE | US | 2,202,287 | 11/3/1998 |
| READY2FISH | US | 2,324,514 | 2/29/2000 |
| ROYAL COACHMAN | US | 2,416,810 | 1/2/2001 |
| SALTY BUCK | US | 4,426,730 | 10/29/2013 |
| SHORELINE MARINE | US | 4,150,605 | 5/29/2012 |
| SHORELINE MARINE | US | 4,151,691 | 5/29/2012 |
| SILVERLAKE | US | 3,064,875 | 3/7/2006 |
| SOUTH BEND | US | 1,934,913 | 11/14/1995 |
| SOUTH BEND | US | 3,190,665 | 1/2/2007 |
| SOUTH BEND (Stylized) | US | 520,150 | 1/24/1950 |
| TOTAL TACKLE | US | 3,090,603 | 5/9/2006 |
| TROPHY TAMER | US | 2,206,337 | 12/1/1998 |
| WALLEYES ONLY | US | 2,692,908 | 3/4/2003 |
| WORM GEAR | US | 5,329,300 | 11/7/2017 |
| ZON & Design | US | 4,092,308 | 1/24/2012 |
| ZOO KIDS | US | 4,305,887 | 3/19/2013 |
| BLACK BEARD | US | 87/411801 | 4/14/2017 |
| EGGAERATOR | US | 87/072389 | 6/15/2016 |
| MUTINY | US | 87/411779 | 4/14/2017 |
| DANCO | US | 1,150,539 | 4/7/1981 |
| DANIELSON | US | 1,171,455 | 9/29/1981 |
| ENVIROQUEST | US | 1,926,560 | 10/10/1995 |
| ZING TAIL | US | 2,534,848 | 1/29/2002 |

| Mark | Country | Application/ Registration Number | Date Filed/ Date Registered |
|-------------|----------------|---|--|
| RIP-N ROLL | US | 4,540,100 | 5/27/2014 |
| SICKLE | US | 2,980,537 | 8/2/2005 |
| ZEN SERIES | US | 3,909,066 | 1/18/2011 |