

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brownells, Inc.		06/15/2020	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	90 South Seventh Street		
<b>Internal Address:</b>	ATTN: Casey P. Kelly, 16th Floor		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55479		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 68</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88062482	N-OMR	
<b>Serial Number:</b>	88062461	MATCH PRECISION OPTIC	
<b>Serial Number:</b>	88372926	WRENCHMAN	
<b>Serial Number:</b>	88652188	· BROWNELLS · BASECAMP	
<b>Serial Number:</b>	88670493	BRN-180	
<b>Serial Number:</b>	88565589	GUN GURU	
<b>Serial Number:</b>	88629651	BROWNELLS BASECAMP	
<b>Serial Number:</b>	88137881	ODDS MARKETING GROUP	
<b>Serial Number:</b>	88062492	MSUIT	
<b>Serial Number:</b>	88005218	AF	
<b>Serial Number:</b>	88062475	NON-OBSCURING MILLING RETICLE	
<b>Serial Number:</b>	88062465	GUNNER	
<b>Serial Number:</b>	87893811	BUILT. NOT BOUGHT.	
<b>Registration Number:</b>	5747691	BRN-PROTO	
<b>Registration Number:</b>	5741840	BRN-605	
<b>Registration Number:</b>	5703434	BRN-1911	
<b>Registration Number:</b>	5703298	XBRN16E1	
<b>Registration Number:</b>	5891401	CROW SHOOTING SUPPLY	

OP \$1715.00 88062482

Property Type	Number	Word Mark
Registration Number:	5891400	CROW SHOOTING SUPPLY
Registration Number:	5406302	GAMALIEL
Registration Number:	5122770	
Registration Number:	5122757	SERIOUS ABOUT FIREARMS
Registration Number:	5735230	GUARANTEED. FOREVER.
Registration Number:	5704732	BRN-601
Registration Number:	5608619	BRN-16A1
Registration Number:	5608618	XBRN177E2
Registration Number:	5608617	BRN-10
Registration Number:	4421238	DREAM GUN
Registration Number:	4418495	SINCLAIR
Registration Number:	4421448	SINCLAIR 8 9 10 X
Registration Number:	4421239	DREAM GUNS
Registration Number:	3442449	GUNSMITH KINKS
Registration Number:	3313759	FRICTION DEFENSE
Registration Number:	2992512	NITREBLUE
Registration Number:	3011046	OXYNATE
Registration Number:	3007520	D'SOLVE
Registration Number:	2865231	BROWNELLS SELECTION. SERVICE. SATISFACTI
Registration Number:	2865230	SELECTION. SERVICE. SATISFACTION.
Registration Number:	2832183	POLISH-O-RAY
Registration Number:	2856030	LEM
Registration Number:	2912813	LEWIS
Registration Number:	2931608	
Registration Number:	2585522	OXPHO-BLUE
Registration Number:	2663319	DICROPAN
Registration Number:	2663318	T-4
Registration Number:	2663317	IM
Registration Number:	2809313	
Registration Number:	3835886	THINK IT BUILD IT
Registration Number:	3850948	THINK IT BUILD IT
Registration Number:	3668895	HORIZONTAL FORMAT UNIQUELY BROWNELLS
Registration Number:	3624869	SUPER SELECTIONS
Registration Number:	2115764	J-B
Registration Number:	2115763	J-B
Registration Number:	1929749	ACTION LUBE PLUS
Registration Number:	1925021	ACTION MAGIC II
Registration Number:	1929748	FORMULA 44/40

Property Type	Number	Word Mark
Registration Number:	1847198	GLASBED
Registration Number:	1895766	BROWNELLS
Registration Number:	1891868	
Registration Number:	1891867	BROWNELLS
Registration Number:	1898452	
Registration Number:	1258068	ACRAGLAS GEL
Registration Number:	1246717	ACRAGLAS
Registration Number:	1253457	ACRAGLAS
Registration Number:	1238213	LATIGO
Registration Number:	1238212	LATIGO
Registration Number:	0997457	ALUMA-HYDE
Registration Number:	0945781	MARVELUX

**CORRESPONDENCE DATA**

**Fax Number:** 6126046989

*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:** 6126046689

**Email:** tsitzmann@winthrop.com

**Correspondent Name:** Timothy D. Sitzmann

**Address Line 1:** 225 SOUTH SIXTH STREET

**Address Line 2:** Capella Tower Suite 3500

**Address Line 4:** Minneapolis, MINNESOTA 55402-4629

**ATTORNEY DOCKET NUMBER:** 3411.330

**NAME OF SUBMITTER:** Timothy D. Sitzmann

**SIGNATURE:** /TDS/

**DATE SIGNED:** 06/17/2020

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2020, is made by BROWNELLS, INCORPORATED, an Iowa corporation, also known as Brownells, Inc. (the “**Grantor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the “**Bank**”).

### WITNESSETH:

In order to secure the respective obligations of the Grantor, 2ND ADVENTURE GROUP, INC., an Iowa corporation (“**2nd Adventure**”), BROWNELLS INTERNATIONAL, INC., an Iowa corporation (“**Brownells International**”), BROWNELLS MANUFACTURING CO., an Iowa corporation (“**Brownells Manufacturing**”), BROWNELLS PROPERTIES INC., an Iowa corporation (“**Brownells Properties**”), and CROW SHOOTING SUPPLY, INC., an Iowa corporation (“**CSSI**”) (collectively, 2nd Adventure, Brownells International, Brownells Manufacturing, Brownells Properties and CSSI are hereinafter referred to as the “**Other Obligors**”) to the Bank under and pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time); that certain that certain Sixth Amended and Restated Revolving Line of Credit Note of event date herewith, in the principal amount of up to \$65,000,000, executed and delivered by the Grantor and the Other Obligors in favor of Bank, as the foregoing may from time to time be modified, amended, extended, restated or replaced; and each and every other debt, liability and obligation of every type and description which the Grantor or Other Obligors (or any of them) may now or at any time hereafter owe to the Bank (whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Agreement or any other present or future instrument or agreement or by operation of law, and whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint or joint and several) (all such debts, liabilities and obligations of the Grantor and Other Obligors (or any of them) to the Bank are herein collectively referred to as the “**Secured Obligations**”), the Grantor hereby agrees as follows:

1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Bank and grants to the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):
  - (a) all of its Trademark Applications, Trademarks and all related Trademark Licenses providing for the grant by the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

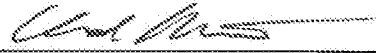
(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to that certain Security Agreement of even date herewith executed by the Grantor and the Other Obligors in favor of the Bank (the “**Security Agreement**”) and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank 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.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Applications, Trademarks and related Trademark Licenses subject to a security interest hereunder.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the state of Iowa.

IN WITNESS WHEREOF, the 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.

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**BROWNELLS, INCORPORATED**, an  
Iowa corporation

By:   
Name: Chad Martin  
Title: Chief Executive Officer

*SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 006973 FRAME: 0034**

ACCEPTED AND AGREED  
as of the date first above written:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Casey R. Kelley  
Title: SVP

3411.330  
18571661v8

*SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT*


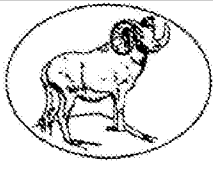
**TRADEMARK  
REEL: 006973 FRAME: 0035**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

Trademark Applications and Registrations

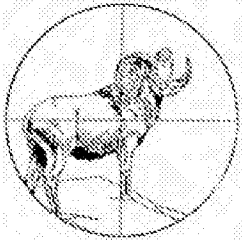
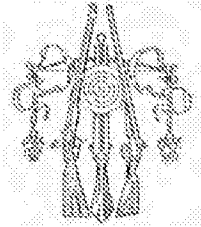
<b>App. / Reg. No.</b>	<b>Mark</b>	<b>Listed Owner</b>	<b>Status</b>
<u>88062482</u>	<u>NOMR</u>	Brownells, Inc.	Pending application
<u>88062461</u>	<u>MATCH PRECISION OPTICS</u>	Brownells, Inc.	Pending application
<u>88372926</u>	<u>WRENCHMAN</u>	Brownells, Inc.	Pending application
<u>88652188</u>	<u>· BROWNELLS · BASECAMP</u>	Brownells, Inc.	Pending application
<u>88670493</u>	<u>BRN-180</u>	Brownells, Inc.	Pending application
<u>88565589</u>	<u>GUN GURU</u>	Brownells, Inc.	Pending application
<u>88629651</u>	<u>BROWNELLS BASECAMP</u>	Brownells, Inc.	Pending application
<u>88137881</u>	<u>ODDS MARKETING GROUP</u>	Brownells, Inc.	Pending application
<u>88062492</u>	<u>MSUIT</u>	Brownells, Inc.	Pending application
<u>88005218</u>	<u>AF</u>	Brownells, Inc.	Pending application
<u>88062475</u>	<u>NON-OBSCURING MILLING RETICLE</u>	Brownells, Inc.	Pending application
<u>88062465</u>	<u>GUNNER</u>	Brownells, Inc.	Pending application
<u>87893811</u>	<u>BUILT. NOT BOUGHT.</u>	Brownells, Inc.	Pending application
<u>5747691</u>	<u>BRN-PROTO</u>	Brownells, Inc.	Registered
<u>5741840</u>	<u>BRN-605</u>	Brownells, Inc.	Registered
<u>5703434</u>	<u>BRN-1911</u>	Brownells, Inc.	Registered
<u>5703298</u>	<u>XBRN16E1</u>	Brownells, Inc.	Registered
<u>5891401</u>	<u>CROW SHOOTING SUPPLY</u>	Brownells, Inc.	Registered
<u>5891400</u>	<u>CROW SHOOTING SUPPLY</u>	Brownells, Inc.	Registered
<u>5406302</u>	<u>GAMALIEL</u>	Brownells, Inc.	Registered
<u>5122770</u>		Brownells, Inc.	Registered
<u>5122757</u>	<u>SERIOUS ABOUT FIREARMS</u>	Brownells, Inc.	Registered
<u>5735230</u>	<u>GUARANTEED. FOREVER.</u>	Brownells, Inc.	Registered
<u>5704732</u>	<u>BRN-601</u>	Brownells, Inc.	Registered
<u>5608619</u>	<u>BRN-16A1</u>	Brownells, Inc.	Registered
<u>5608618</u>	<u>XBRN177E2</u>	Brownells, Inc.	Registered



<b>App. / Reg. No.</b>	<b>Mark</b>	<b>Listed Owner</b>	<b>Status</b>
<u>5608617</u>	<u>BRN-10</u>	Brownells, Inc.	Registered
<u>4421238</u>	<u>DREAM GUN</u>	Brownells, Inc.	Registered
<u>4418495</u>	<u>SINCLAIR</u>	Brownells, Inc.	Registered
<u>4421448</u>	<u>SINCLAIR 8 9 10 X</u>	Brownells, Inc.	Registered
<u>4421239</u>	<u>DREAM GUNS</u>	Brownells, Inc.	Registered
<u>3442449</u>	<u>GUNSMITH KINKS</u>	Brownells, Inc.	Registered
<u>3313759</u>	<u>FRICTION DEFENSE</u>	Brownells, Inc.	Registered
<u>2992512</u>	<u>NITREBLUE</u>	Brownells, Inc.	Registered
<u>3011046</u>	<u>OXYNATE</u>	Brownells, Inc.	Registered
<u>3007520</u>	<u>D'SOLVE</u>	Brownells, Inc.	Registered
<u>2865231</u>	<u>BROWNELLS SELECTION. SERVICE. SATISFACTION.</u>	Brownells, Inc.	Registered
<u>2865230</u>	<u>SELECTION. SERVICE. SATISFACTION.</u>	Brownells, Inc.	Registered
<u>2832183</u>	<u>POLISH-O-RAY</u>	Brownells, Inc.	Registered
<u>2856030</u>	<u>LEM</u>	Brownells, Inc.	Registered
<u>2912813</u>	<u>LEWIS</u>	Brownells, Inc.	Registered
<u>2931608</u>		Brownells, Inc.	Registered
<u>2585522</u>	<u>OXPHO-BLUE</u>	Brownells, Inc.	Registered
<u>2663319</u>	<u>DICROPAN</u>	Brownells, Inc.	Registered
<u>2663318</u>	<u>T-4</u>	Brownells, Inc.	Registered
<u>2663317</u>	<u>IM</u>	Brownells, Inc.	Registered
<u>2809313</u>		Brownells, Inc.	Registered
<u>3835886</u>	<u>THINK IT BUILD IT</u>	Brownells, Inc.	Registered
<u>3850948</u>	<u>THINK IT BUILD IT</u>	Brownells, Inc.	Registered
<u>3668895</u>	<u>HORIZONTAL FORMAT UNIQUELY BROWNELLS</u>	Brownells, Inc.	Registered
<u>3624869</u>	<u>SUPER SELECTIONS</u>	Brownells, Inc.	Registered
<u>2115764</u>	<u>J-B</u>	Brownells, Inc.	Registered
<u>2115763</u>	<u>J-B</u>	Brownells, Inc.	Registered

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006973 FRAME: 0037**

<b>App. / Reg. No.</b>	<b>Mark</b>	<b>Listed Owner</b>	<b>Status</b>
<u>1929749</u>	<u>ACTION LUBE PLUS</u>	Brownells, Inc.	Registered
<u>1925021</u>	<u>ACTION MAGIC II</u>	Brownells, Inc.	Registered
<u>1929748</u>	<u>FORMULA 44/40</u>	Brownells, Inc.	Registered
<u>1847198</u>	<u>GLASBED</u>	Brownells, Inc.	Registered
<u>1895766</u>	<u>BROWNELLS</u>	Brownells, Inc.	Registered
<u>1891868</u>		Brownells, Inc.	Registered
<u>1891867</u>	<u>BROWNELLS</u>	Brownells, Inc.	Registered
<u>1898452</u>		Brownells, Inc.	Registered
<u>1258068</u>	<u>ACRAGLAS GEL</u>	Brownells, Inc.	Registered
<u>1246717</u>	<u>ACRAGLAS</u>	Brownells, Inc.	Registered
<u>1253457</u>	<u>ACRAGLAS</u>	Brownells, Inc.	Registered
<u>1238213</u>	<u>LATIGO</u>	Brownells, Inc.	Registered
<u>1238212</u>	<u>LATIGO</u>	Brownells, Inc.	Registered
<u>0997457</u>	<u>ALUMA-HYDE</u>	Brownells, Inc.	Registered
<u>0945781</u>	<u>MARVELUX</u>	Brownells, Inc.	Registered

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT