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10-15-2004

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Tab settings ⇨ ⇨ ⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Sportsman's Warehouse, Inc.**
   - ❑ Individual(s) ❑ Association
   - ❑ General Partnership ❑ Limited Partnership
   - **XX** Corporation – State: **Utah**
   - ❑ Other _____

   Additional name(s) of conveying party(ies) attached? ❑ Yes **XX** No

2. Name and address of receiving party(ies)
   Name: **The CIT Group/Business Credit, Inc.**
   Internal Address: _____
   Street Address: **300 S. Grand Avenue, 3rd Floor**
   City: **Los Angeles** State: **CA** Zip: **90071**
   - ❑ Individual(s) citizenship _____
   - ❑ Association _____
   - ❑ General Partnership _____
   - ❑ Limited Partnership _____
   - **XX** Corporation-State **New York**
   - ❑ Other _____

   If assignee is not domiciled in the United States, a domestic representative designation is attached: ❑ Yes **XX** No **N/A**
   (Designations must be a separate document from assignment)
   Additional name(s) & address(es) attached? ❑ Yes **XX** No

3. Nature of conveyance:
   - ❑ Assignment ❑ Merger
   - **XX** Security Agreement ❑ Change of Name
   - ❑ Other _____

   Execution Date: **August 30, 2004**

4. Application number(s) or registration number(s):
   A. Trademark Application No.(s) 78/380,922, et al.
   B. Trademark Registration No.(s)

   Additional number(s) attached: **XX** Yes ❑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: **Michele A. Eason**
   Internal Address: **Paralegal, Bank & Finance**

   10/14/2004 MGETACHE 00000268 200052 78380922
   01 FC:8521 40.00 DA
   02 FC:8522 100.00 DA

   Street Address: **Buchalter Nemer Fields & Younger**
   601 S. Figueroa St., 24th Floor
   City: **Los Angeles** State: **CA** Zip: **90017**

6. Total number of applications and registrations involved: **Five (5)**

7. Total fee (37 CFR 3.41).....$ 140.00
   - ❑ Enclosed
   - ☑ Authorized to be charged to deposit account

8. Deposit account number:
   20-0052

   (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
   To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michele A. Eason — Name of Person Signing
Michele A. Eason — Signature
October 8, 2004 — Date
DAVED ALEXANDER

Total number of pages including cover sheet, attachments, and document: **Seven (7)**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

BNFY 313505v1

SCHEDULE B-1

TO

SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

Mark	Status	Date	Number
SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTER with design	Pending	3/9/2004	78/380,922
THE GREAT INDOORS FOR THOSE WHO LOVE THE GREAT OUTDOORS	Pending	3/9/2004	78/380.925
VITAL IMPACT	Pending	12/23/2003	78/344,762
LOST RIVER	Pending	7/21/2004	78/453,875
ELK RIVER	Pending	7/21/2004	78/453,876

SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

This SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (this "Amendment"), dated as of August 30, 2004, amends that certain Grant of Security Interest in Patents, Trademarks and Licenses, dated as of December 27, 2002 (as amended from time to time, the "Intellectual Property Security Agreement"), by and between Sportsman's Warehouse, Inc. (f/k/a Sports Warehouse Inc.), a Utah corporation ("Grantor"), and The CIT Group/Business Credit, Inc., a New York corporation ("Agent"), for its benefit and the benefit of the Lenders, which was filed and recorded with the United States Patent and Trademark Office on February 14, 2003, and was designated Reel 2672 Frame 0911 as a reference number.

RECITALS

WHEREAS, Grantor and Agent wish to amend the Intellectual Property Security Agreement pursuant to the terms and provisions set forth in this Amendment; and

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein and not otherwise defined herein, shall have the respective meanings set forth in the Intellectual Property Security Agreement.

2. Amendment. The Trademark Collateral listed on Schedule B of the Intellectual Property Security Agreement is hereby amended by adding thereto the trademarks, trademark registrations, and trademark applications described on Schedule B-1 attached hereto

3. Conditions to Effectiveness. The foregoing amendment shall become effective only upon the satisfaction of Agent receipt of this Amendment, duly executed and delivered by the Grantor (the date of satisfaction of all such conditions being referred to as the "Amendment Effective Date"):

4. Representations and Warranties. In order to induce Agent to enter into this Amendment and to amend the Intellectual Property Security Agreement in the manner provided in this Amendment, Grantor represent and warrant to Agent as of the Amendment Effective Date as follows:

(a) Power and Authority. Grantor has all requisite corporate power and authority to enter into this Amendment and to carry out the transactions contemplated by, and perform its obligations under, the Intellectual Property Security Agreement as amended by this Amendment.

(b) Authorization of Agreements. The execution and delivery of this Amendment by Grantor and the performance by Grantor of the Intellectual Property

Security Agreement, as amended hereby, have been duly authorized by all necessary action, and this Amendment has been duly executed and delivered by Grantor.

(c) Representations and Warranties in the Intellectual Property Security Agreement. Grantor confirms that as of the Amendment Effective Date, the representations and warranties contained in the Intellectual Property Security Agreement are true and correct in all material respects (except to the extent any such representation and warranty is expressly stated to have been made as of a specific date, in which case it shall be true and correct as of such specific date) and that no Event of Default has occurred and is continuing.

5. Miscellaneous.

(a) Reference to and Effect on the Existing Intellectual Property Security Agreement.

(i) Except as specifically amended by this Amendment and the documents executed and delivered in connection herewith, if any, the Intellectual Property Security Agreement shall be unmodified and continue in full force and effect and is hereby ratified and confirmed.

(ii) The execution and delivery of this Amendment and performance of the Intellectual Property Security Agreement shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Agent, the Intellectual Property Security Agreement or any agreement or document executed in connection therewith.

(iii) Upon the conditions precedent set forth herein being satisfied, this Amendment shall be construed as one with the existing Intellectual Property Security Agreement, and the existing Intellectual Property Security Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Amendment.

(b) Fees and Expenses. Grantor acknowledge that all costs, fees, and expenses incurred in connection with this Amendment, if any, will be paid in accordance with the Intellectual Property Security Agreement.

(c) Headings. Section and subsection headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

(d) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telefacsimile shall be equally effective as delivery of an original executed counterpart of this Amendment.

(e) Governing Law. This Amendment shall be governed by and construed according to the laws of the State of California.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Grant of Security Interest in Patents, Trademarks and Licenses as of the date first above written.

SPORTSMAN'S WAREHOUSE, INC.,
a Utah corporation

By: Stuart B. Utgaard
Name: Stuart B. Utgaard
Title: Chief Executive Officer

THE CIT GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By:_____
Name: Adrian Avalos
Title: Vice President

TRADEMARK
REEL: 003064 FRAME: 0006

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Grant of Security Interest in Patents, Trademarks and Licenses as of the date first above written.

SPORTSMAN'S WAREHOUSE, INC.,
a Utah corporation

By:_____
Name: Stuart B. Utgaard
Title: Chief Executive Officer

THE CIT GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By:_____
Name: Adrian Avalos
Title: Vice President

TRADEMARK
RECORDED: 10/12/2004
REEL: 003064 FRAME: 0007