FORM PTO-1594
1-31-92

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒

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

1. Name of conveying party(ies):
The Sportsman's Guide, Inc.
411 Farwell Avenue
South St. Paul, MN 55075

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Minnesota
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Name: Bank of America, N.A.
Internal Address:
Street Address: 335 Madison Avenue
City: New York State: NY ZIP: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional Name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyances:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: August 29, 2008

4. Application Number(s) or registration number(s):
A. Trademark Application(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: CT Lien Solutions
Internal Address:
Street Address: 187 Wolf Rd
Ste 101
City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41): $ 715.00
☒ Charge to Credit Card
Last 4 Digits - 5683
Exp Date 11/09
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

OP $715.00 78896900

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*

Graig Solow, Esq. — Name of Person Signing
Signature
09/03/08 — Date

Total number of pages including coversheet, attachments and document: 5

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

700383275

## SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 29, 2008, by and between The Sportsman's Guide, Inc. and Bank of America, N.A., as Agent.

| Mark | Country | Registration or Application No. |
|---|---|---|
| THE SPORTSMAN'S GUIDE® | United States | 1430664 |
| THE SPORTSMAN'S GUIDE and Design® | United States | 1436014 |
| THE "FUN TO READ" CATALOG® | United States | 1864041 |
| THE SPORTSMAN'S GUIDE® | United States | 2267142 |
| THE FUN TO BROWSE WEBSITE and Design® | United States | 2275950 |
| SHOOTER'S and Design® | United States | 2341043 |
| NWSE FIELD TESTED GUIDE GEAR SINCE 1977 and Design® | United States | 2398567 |
| YOUR PORTAL TO THE GREAT OUTDOORS® | United States | 2418371 |
| YOUR GUIDE TO THE GREAT OUTDOORS® | United States | 2477901 |
| HQ GOV'T SURPLUS HEADQUARTERS and Design® | United States | 2491155 |
| FIELD TESTED GUIDE GEAR SINCE 1977 NWES and Design® | United States | 2493084 |
| GUIDE GEAR FIELD TESTED SINCE 1977 NWES and Design® | United States | 2494719 |
| GUIDEOUTDOORS® | United States | 2505159 |
| BARGAINOUTFITTERS and Design® | United States | 2508801 |
| NWSE GUIDE GEAR FIELD TESTED Since 1977 and Design® | United States | 2520599 |
| NWSE GUIDE GEAR FIELD TESTED SINCE 1977 and Design® | United States | 2523057 |
| THE SPORTSMAN'S GUIDE and Design® | United States | 2624677 |
| THE SPORTSMAN'S GUIDE A CATALOG & INTERNET COMPANY and Design® | United States | 2680258 |
| BUYER'S CLUB 4 PAY PLAN® | United States | 2718820 |
| GUIDE REWARDS® | United States | 2727575 |
| GUIDE DRY® | United States | 2913478 |
| GUIDE EXPRESS CHECKOUT® | United States | 2936772 |
| THE LOWEST PRICES, THE BEST QUALITY, GUARANTEED!® | United States | 3025826 |
| BUYERS CLUB THE SPORTSMAN'S GUIDE ADVANTAGE and Design® | United States | 3205087 |
| ADVANTAGE PLUS BUYER'S CLUB THE SPORTSMAN'S GUIDE and Design® | United States | 3179528 |
| BUYERS CLUB THE SPORTSMAN'S GUIDE and Design® | United States | 3179525 |
| GUIDE GEAR® | United States | 3236303 |
| FRIENDS DON'T LET FRIENDS OVERPAY!™ | United States | 78896900 |

## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, The Sportsman's Guide, Inc., a corporation formed under the laws of Minnesota, located at 411 Farwell Avenue, South St. Paul, MN 55075 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Bank of America, N.A. ("B of A") and various other financial institutions (collectively, "Lenders") and B of A as agent for Lenders ("Agent") pursuant to (i) a certain Second Amended and Restated Credit Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein, (ii) a certain Amended and Restated Security Agreement, dated the date hereof, among Agent, Borrower and the other credit parties named therein and (iii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 21, 2008

Witness:

_____

THE SPORTSMAN'S GUIDE, INC.

By: _____
Name: Eric Coutsille
Title: Treasurer and Secretary

Witness:

_____

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Edmundo Kahn
Title: Vice President

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 29, 2008

Witness:

_____

THE SPORTSMAN'S GUIDE, INC.

By:_____
Name: Eric Courteille
Title: Treasurer and Secretary

Witness:

Patricia D'Gregorio

BANK OF AMERICA, N.A., as Agent

By:_____
Name Edmundo Kahn
Title: Vice President

1484774 – Signature Page to Sportsman's Trademark Assignment