

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

250022-185 ①

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GB Merchant Partners, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation, State: Delaware
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) August 14, 2009

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Sportsman's Warehouse, Inc.

Internal c/o Seidler Equity Partners

Address: _____

Street Address: 4640 Admiralty Way, Suite 1200

City: Marina del Rey

State: CA

Country: USA Zip: 90292

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Utah Corp.
☐ Other Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-5600

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:

Laura L. Konrath

Signature

08/20/09

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
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CH \$315.00 232428 2390988

Continuation Item 2

Minnesota Merchandising Corp.
(a Minnesota corporation)

Pacific Flyway Wholesale, Inc.
(a Utah corporation)

Sportsman's Warehouse Southwest, Inc.
(a California corporation)

Sportsman's
~~Sportsman~~ Aviation, LLC
(a Delaware limited liability company)

*

* All same address as Sportsman's Warehouse, Inc.

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USPTO Assignments on the Web



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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3707/0766

Received: 01/30/2008

Attorney Dkt #: 26798/1

Conveyance: SECURITY INTEREST

Recorded: 01/30/20

Total properties: 12

1	Serial #: <u>75625090</u> Mark: SPORTSMAN'S WAREHOUSE HUNTING FISHING CA	Filing Dt: 01/22/1999	Reg #: <u>2390988</u>
2	Serial #: <u>76073819</u> Mark: IF ITS FOR CAMPING, HUNTING OR FISHING -	Filing Dt: 06/19/2000	Reg #: <u>2461767</u>
3	Serial #: <u>76073820</u> Mark: IF IT'S FOR CAMPING, HUNTING OR FISHING-	Filing Dt: 06/19/2000	Reg #: <u>2463959</u>
4	Serial #: <u>78344762</u> Mark: VITAL IMPACT	Filing Dt: 12/23/2003	Reg #: <u>2911265</u>
5	Serial #: <u>78380922</u> Mark: SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTE	Filing Dt: 03/09/2004	Reg #: <u>3223766</u>
6	Serial #: <u>78380925</u> Mark: THE GREAT INDOORS FOR THOSE WHO LOVE THE	Filing Dt: 03/09/2004	Reg #: <u>3001204</u>
7	Serial #: <u>78453875</u> Mark: LOST RIVER	Filing Dt: 07/21/2004	Reg #: <u>3027552</u>
8	Serial #: <u>78453876</u> Mark: ELK HUNTER	Filing Dt: 07/21/2004	Reg #: <u>3172144</u>
9	Serial #: <u>78566721</u> Mark: SPORTSMAN'S NEWS	Filing Dt: 02/14/2005	Reg #: <u>3060233</u>
10	Serial #: <u>78647232</u> Mark: LOST RIVER	Filing Dt: 06/09/2005	Reg #: <u>3095578</u>
11	Serial #: <u>78651042</u> Mark: SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER	Filing Dt: 06/15/2005	Reg #: <u>3472243</u>
12	Serial #: <u>78821596</u> Mark: SPORTSMAN LITE	Filing Dt: 02/23/2006	Reg #: <u>3354654</u>

Assignors

1 SPORTSMAN'S WAREHOUSE, INC.

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 14, 2009, is made by GB Merchant Partners, LLC, a Delaware limited liability company (the "Secured Party").

WHEREAS, Sportsman's Warehouse, Inc., a Utah corporation ("SW"), Minnesota Merchandising Corp., a Minnesota corporation ("MMC"), Pacific Flyway Wholesale, Inc., a Utah corporation ("PF"), Sportsman's Warehouse Southwest, Inc., a California corporation ("SWS"), and Sportsman's Aviation, LLC, a Delaware limited liability company ("Aviation") (SW, MMC, PF, SWS and Aviation are collectively, the "Grantors" and each individually a "Grantor"), have granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on January 30, 2008 at Reel 3707 and Frame 0766; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantors' Trademarks to which such Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GB MERCHANT PARTNERS, LLC

By: 
Name: D. Michael Murray
Title: Managing Director

[Trademark Release]

Schedule A

Trademarks

SEE ATTACHED

6962/31528-007 Current/15474861v1

RECORDED: 08/20/2009

**TRADEMARK
REEL: 004049 FRAME: 0458**