

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		05/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sportsman's Warehouse, Inc.		
Street Address:	7035 South High Tech Drive		
City:	Midvale		
State/Country:	UTAH		
Postal Code:	84047		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3172144	ELK HUNTER	
Registration Number:	3027552	LOST RIVER	
Registration Number:	3095578	LOST RIVER	
Registration Number:	3354654	SPORTSMAN LITE	
Registration Number:	3060233	SPORTSMAN'S NEWS	
Registration Number:	3472243	SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER	
Registration Number:	3223766	SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTER	
Registration Number:	2390988	SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR	
Registration Number:	3001204	THE GREAT INDOORS FOR THOSE WHO LOVE THE GREAT OUTDOORS	
Registration Number:	2911265	VITAL IMPACT	
Registration Number:	3675144	SPORTSMAN'S WAREHOUSE	

CH \$290.00 3172144

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	955071-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/24/2011

Total Attachments: 22

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release"), dated as of May 28, 2010, is made by General Electric Capital Corporation, as Agent for itself and the Lenders (as defined in the Intellectual Property Security Agreement defined below) (the "Agent").

WHEREAS, Sportsman's Warehouse Holdings, Inc., a Utah corporation ("Holdings") 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 ("SA" and together with Holdings, SW, MMC, PF and SWS, each a "Grantor" and collectively, the "Grantors") and the Agent entered into a certain Intellectual Property Security Agreement, dated as of August 14, 2009 made by the Grantors in favor of the Agent (as may be amended, modified, restated or supplemented from time to time, the "Security Agreement");

WHEREAS, PF merged into SW, with SW being the surviving entity and PF ceasing to exist on October 26, 2009.

WHEREAS, SA was dissolved on February 10, 2010;

WHEREAS, Pacific Flyway Wholesale, LLC, a Delaware limited liability company, and successor to all of the assets previously owned by PF became a Grantor under the Security Agreement pursuant to that certain First Amendment to Credit Agreement dated as of March 25, 2010;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent a security interest in and lien on all of Grantors' Patents, Patent License, Trademarks, Trademark License, Copyrights and Copyright License (each as defined in the Security Agreement and the Credit Agreement), including without limitation a security interest in certain Patents and Patent License described on Schedule I attached hereto, Trademarks and Trademark License described on Schedule II attached hereto and Copyrights and Copyright License described on Schedule III attached hereto (collectively, the "Intellectual Property Collateral");

WHEREAS, the Security Agreement was recorded in the U.S. Patent and Trademark Office;

NOW THEREFORE, the Agent hereby releases, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreement or any other agreement or document delivered in connection with the Security Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to the Grantors.

The Agent agrees, at the Grantors' expense, to cooperate with the Grantors and to provide the Grantors with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Collateral Agent

By: 

Name: Peter Foley

Title: *Duly Authorized Secretary*

[RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST]

TRADEMARK
REEL: 004646 FRAME: 0951

SCHEDULE I-A
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

SPORTSMAN'S WAREHOUSE, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE I-B
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE SOUTHWEST, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE I-C
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

PACIFIC FLYWAY WHOLESALE, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE I-D
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
MINNESOTA MERCHANDISING CORP.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE I-E
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

SPORTSMAN'S AVIATION, LLC

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE I-F
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE HOLDINGS, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-A
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

SPORTSMAN'S WAREHOUSE, INC.

I. TRADEMARK REGISTRATIONS

Trade Marks	Registration Number	Date
Elk Hunter	3,172,144	11/14/2006
Lost River	3,027,552	12/13/2005
Lost River	3,095,578	5/23/2006
Sportsman Lite	3,354,654	12/11/2007
Sportsman's News and Design	3,060,233	2/21/2006
Sportsman's Warehouse	3,472,243	7/22/2008
America's Premier Outfitter and Design		
Sportsman's Warehouse Est. 1986 Outfitter and Design	3,223,766	4/3/2007
Sportsman's Warehouse Hunting Fishing Camping Reloading Outerwear Footwear and Design	2,390,988	10/3/2000
The Great Indoors For Those Who Love the Great Outdoors	3,001,204	9/27/2005
Vital Impact	2,911,265	12/14/2004
Sportsman's Warehouse	3,675,144	9/1/09

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-B
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE SOUTHWEST, INC.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-C
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
PACIFIC FLYWAY WHOLESALE, INC.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-D
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
MINNESOTA MERCHANDISING CORP.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-E
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

SPORTSMAN'S AVIATION, LLC

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II-F
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE HOLDINGS, INC.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-A
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-B
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE SOUTHWEST, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-C
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
PACIFIC FLYWAY WHOLESALE, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-D
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
MINNESOTA MERCHANDISING CORP.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-E
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S AVIATION, LLC

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III-F
to
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
SPORTSMAN'S WAREHOUSE HOLDINGS, INC.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.