

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportsman's Warehouse, Inc.		11/13/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2390988	SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR	
Registration Number:	2911265	VITAL IMPACT	
Registration Number:	3001204	THE GREAT INDOORS FOR THOSE WHO LOVE THE GREAT OUTDOORS	
Registration Number:	3027552	LOST RIVER	
Registration Number:	3060233	SPORTSMAN'S NEWS	
Registration Number:	3223766	SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTER	
Registration Number:	3354654	SPORTSMAN LITE	
Registration Number:	3472243	SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER	
Registration Number:	3675144	SPORTSMAN'S WAREHOUSE	
Registration Number:	3886160	SPORTSMAN'S WAREHOUSE	
Registration Number:	3886154	SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER HUNTING · FISHING · CAMPING · RELOADING · OUTERWEAR · FOOTWEAR	

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Registration Number:	3095578	LOST RIVER
Registration Number:	3172144	ELK HUNTER
Serial Number:	85549282	SPORTSMAN'S NEWS THE OFFICIAL PUBLICATION OF SPORTSMAN'S WAREHOUSE.
Serial Number:	85727803	
Serial Number:	85721995	RUSTIC RIDGE

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Greg T. Norman
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2525
NAME OF SUBMITTER:	Greg Norman
Signature:	/GN/
Date:	01/02/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of November 13, 2012, by Sportsman's Warehouse, Inc., a Utah corporation (herein referred to as a “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, located at Eleven Madison Avenue, New York, NY 10010, as collateral agent (in such capacity, including any successor thereto, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, each Grantor owns the Trademark (as defined in the Guarantee and Collateral Agreement referenced below) registrations and applications listed as owned by such Grantor on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the Lenders (as each is defined in the Credit Agreement) and, in its capacity as administrative agent and collateral agent, the Collateral Agent, the Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein; and

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto (including each Grantor) and, in its capacity as collateral agent, the Collateral Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest, as security for the payment or performance, as the case may be of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor, as security for the payment or performance, as the case may be of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in or to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest):

- (a) all of the Trademarks owned by such Grantor, including, without limitation:
 - (i) each Trademark registration and application listed as owned by such Grantor on Schedule 1 annexed hereto;
 - (ii) all goodwill associated therewith or symbolized by such Trademarks, and

- (iii) all proceeds of and products of such Trademarks, including any claim by such Grantor against third parties for past, present, future infringement or dilution of such Trademarks or injury to the goodwill associated with such Trademarks.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Trademark" shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor's "intent-to-use" such Trademark (unless and until a statement of use in connection therewith has been filed with the United States Patent and Trademark Office). Each Grantor acknowledges that, following the filing with the United States Patent and Trademark Office of a statement of use with respect to any intent-to-use Trademark, such Grantor's interest in any such intent-to-use Trademark application shall automatically be subject to the security interest in favor of the Collateral Agent granted hereunder.

The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Agreement shall be construed in accordance with and governed by the laws of the state of New York, without regard to conflict of laws principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.


SPORTSMAN'S WAREHOUSE, INC.

By: Juan Tallot
Name:
Title:

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name:
Title: DOREEN BARR
DIRECTOR

By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

<u>MARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>GRANTOR</u>
SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR and design	10/03/2000	2,390,988	Sportsman's Warehouse, Inc.
VITAL IMPACT	12/14/2004	2,911,265	Sportsman's Warehouse, Inc.
THE GREAT INDOORS FOR THOSE WHO LOVE THE GREAT OUTDOORS	09/27/2005	3,001,204	Sportsman's Warehouse, Inc.
LOST RIVER (Cancelled)	12/13/2005	3,027,552	Sportsman's Warehouse, Inc.
SPORTSMAN'S NEWS and design	02/21/2006	3,060,233	Sportsman's Warehouse, Inc.
SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTER with design	04/03/2007	3,223,766	Sportsman's Warehouse, Inc.
SPORTSMAN LITE	12/11/2007	3,354,654	Sportsman's Warehouse, Inc.
SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER and design	07/22/2008	3,472,243	Sportsman's Warehouse, Inc.
SPORTSMAN'S WAREHOUSE	09/01/2009	3,675,144	Sportsman's Warehouse, Inc.

SPORTSMAN'S WAREHOUSE and design	12/07/2010	3,886,160	Sportsman's Warehouse, Inc.
SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER HUNTING · FISHING · CAMPING · RELOADING · OUTERWEAR · FOOTWEAR and design	12/07/2010	3,886,154	Sportsman's Warehouse, Inc.
LOST RIVER	05/23/2006	3,095,578	Sportsman's Warehouse, Inc.
ELK HUNTER	11/14/06	3,172,144	Sportsman's Warehouse, Inc.

State Trademark Registrations

<u>STATE</u>	<u>MARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>GRANTOR</u>
Colorado	SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR	02/19/1999	19991032010	Sportsman's Warehouse, Inc.
Idaho	SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR and design	02/08/1999	16237	Sportsman's Warehouse, Inc.
Idaho	SPORTSMAN'S WAREHOUSE	02/08/1999	16236	Sportsman's Warehouse, Inc.
Minnesota	SPORTSMAN'S WAREHOUSE & LOGO DESIGN	04/07/2003	33744	Sportsman's Warehouse, Inc.
Montana	SPORTSMAN'S WAREHOUSE TRADEMARK REGISTRATION	05/19/2003	T022742	Sportsman's Warehouse, Inc.
Oregon	SPORTSMAN'S WAREHOUSE SUPERIMPOSED OVER AN OUTLINE OF MOUNTAINS	10/04/2002	125,128	Sportsman's Warehouse, Inc.
Utah	SPORTSMAN'S WAREHOUSE SUPERIMPOSED OVER AN OUTLINE OF MOUNTAINS	01/30/1998 (Renewed 3/19/2008)	UT 37654 2524501-0190	Sportsman's Warehouse, Inc.

<u>STATE</u>	<u>MARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>GRANTOR</u>
Washington	SPORTSMAN'S WAREHOUSE SUPERIMPOSED OVER AN OUTLINE OF MOUNTAINS	07/23/2007	51,926	Sportsman's Warehouse, Inc.

U.S. Trademark Applications

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>GRANTOR</u>
SPORTSMAN'S NEWS THE OFFICIAL PUBLICATION OF SPORTSMAN'S WAREHOUSE	85/549,282	02/22/2012	Sportsman's Warehouse, Inc.
DESIGN (Outline of Mountain Range)	85/27,803	09/13/2012	Sportsman's Warehouse, Inc.
RUSTIC RIDGE	85/721,995	09/06/2012	Sportsman's Warehouse, Inc.