

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intermedia Outdoors, Inc.	FORMERLY InterMedia Outdoor, Inc.	01/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	11 Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3949449	TACTICAL ARMS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	emendes@paulweiss.com, dgaier@paulweiss.com		
Correspondent Name:	Danielle L. Gaier		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	18556-27		
NAME OF SUBMITTER:	Danielle L. Gaier		
Signature:	/Danielle L. Gaier/		
Date:	02/01/2013		

CH \$40.00 3949449

**Total Attachments: 13**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
(Second Lien)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated January 31, 2013, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“*CS*”), as collateral agent (together with its successors in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, INTERMEDIA OUTDOORS, INC. (f/k/a InterMedia Outdoor, Inc.), a Delaware corporation, has entered into a Senior Secured Credit Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”) with the Lenders from time to time party thereto, and CS, as Administrative Agent, as Swing Line Lender, as an L/C Issuer and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 31, 2007 made by the Grantor and such other Persons in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “*Additional Collateral*”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of such Grantor’s Obligations:

- (i) (a) all letters patent of the United States, any other country or any political subdivision thereof, including, without limitation, those listed on Schedule A hereto, all reissues and extensions thereof and all goodwill associated therewith, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, those listed on Schedule A hereto, (c) all rights to obtain any reissues or extensions of the foregoing and all improvements thereto, and (d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any patent, including, without

limitation, the right to manufacture, use or sell any invention covered in whole or in part by a patent, including, without limitation, those listed on Schedule A hereto, (collectively, "*Patents*");

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those listed on Schedule B hereto together with (b) any and all (i) rights and privileges arising under applicable Laws with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to collect for past, present and future infringements thereof, together, in each case, with the goodwill symbolized thereby (collectively, "*Trademarks*");

(iii) (a) all copyright rights in any work subject to the copyright laws of the United States or any other country (including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof), whether as author, assignee, transferee or otherwise, whether registered or unregistered and whether published or unpublished and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the U.S. Copyright Office including, without limitation, those listed on Schedule C hereto, and all (i) rights and privileges arising under applicable Laws with respect to such Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to collect for past, present or future infringements thereof (collectively, "*Copyrights*");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (collectively, "*Computer Software*");

(v) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedules A, B and C hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vi) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(viii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

*provided* that no United States intent-to-use trademark or service mark application shall be included in the Additional Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Collateral Agent and shall be included in the Additional Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations of such Grantor and would be owed by such Grantor to any Secured Party under the Loan Documents and any Secured Hedge Agreements but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

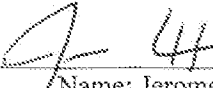
SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this IP Security Agreement Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 31, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), among CS, as First Lien Administrative Agent and as First Lien Collateral Agent, and CS, as Second Lien Administrative Agent and as Collateral Agent, and InterMedia Outdoors, Inc. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement Supplement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERMEDIA OUTDOORS, INC.

By:  \_\_\_\_\_  
Name: Jerome Letter  
Title: Vice President

Address for Notices:  
1040 Avenue of the Americas  
New York, NY 10019

Accepted and Agreed as of this 31 day of January, 2013

By:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

**DOREEN BARR  
DIRECTOR**

By

Name:

Title:

*Doreen Barr*

By

Name:

Title:

*M. D. Spaight*  
**Michael D. Spaight  
Associate**



**Schedule A to the  
Intellectual Property Security Agreement Supplement (Second Lien)**

**Patents**

None.

**Schedule B to the  
Intellectual Property Security Agreement Supplement (Second Lien)**

**Trademarks**

<b>Mark</b>	<b>Serial/ Registration Number</b>	<b>Filing / Registration Date</b>	<b>Owner</b>	<b>Status</b>	<b>Next Action/ Comments</b>
TACTICAL ARMS	77854661 3949449	October 22, 2009 April 19, 2011	INTERMEDIA OUTDOORS, INC.	REGISTERED Supplemental Register	

**Schedule C to the  
Intellectual Property Security Agreement Supplement (Second Lien)**

**Copyrights**

COPYRIGHT	REG. NUMBER	DATE REG.	AUTHOR(S)	OWNER	STATUS
BOWHUNTER  ISSUES:  VOL. 36, NO. 4 – MAR/APR 2007 VOL. 36, NO. 5 – MAY/JUN 2007 2007 ED – GEAR SPECIAL ISSUE VOL. 36, NO. 8 – AUG/SEP 2007 VOL. 36, NO. 9 – BIG GAME SPECIAL 2007 VOL. 36, NO. 10 – OCT/NOV 2007	CSN SERIAL NO.: CSN89062- 2007  TX6561607  TX6561607  TX6561607  TX6631239  TX6631239  TX6631239	1/28/2008  4/23/2007  4/23/2007  4/23/2007  9/13/2007  9/13/2007  9/13/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
BOWHUNTER  ISSUES:  VOL. 38, NO. 2 – WHITETAIL SPECIAL 08 VOL. 38, NO. 3 – DEC 08 VOL. 38, NO. 4 – JAN-FEB 09	CSN SERIAL NO.: CSN89062- 2008  TX6687218  TX6687218  TX6687218	9/19/2012  12/10/2008  12/10/2008  12/10/2008	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
BOWHUNTER  ISSUES:  VOL. 39, NO. 2 – NOV 2009 VOL. 39, NO. 3 – DEC 2009 VOL. 39, NO. 4 – JAN 2010	CSN SERIAL NO.: CSN89062- 2009  TX6718931  TX6718931  TX6718931	8/8/2011  4/2/2009  4/2/2009  4/2/2009	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
BOWHUNTER	CSN SERIAL	7/18/2011	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED

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ISSUES:  VOL. 39, NO. 5 – FEB/MAR 2010 VOL. 39, NO. 6 – APR/MAY 2010 VOL. 39, NO. 7 – JUN 2010	NO.: CSN89062-2010  TX6769652  TX6769652  TX6769652	  4/20/2010  4/20/2010  4/20/2010			
FLY FISHERMAN MAGAZINE  ISSUES:  VOL. 42, NO. 3 – APRIL/MAY 2011 VOL. 42, NO. 4 – JUNE/JULY 2011	CSN SERIAL NO.: TX7563069  TX7563069  TX7563069	7/16/2012  1/30/2012  1/30/2012	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
FLY FISHERMAN  ISSUES:  VOL. 38, NO. 6 – SEP 2007 VOL. 39, NO. 1 – DEC 2007	CSN SERIAL NO.: CSN43942-2007  TX6663905  TX6663905	7/1/2009  1/15/2009  1/15/2009	INTERMEDIA OUTDOORS, INC. DON ZAHNER	INTERMEDIA OUTDOORS, INC.	REGISTERED
FLY FISHERMAN  ISSUES:  VOL. 39, NO. 2 – FEB 2008 VOL. 39, NO. 3 – MARCH 2008 VOL. 39, NO. 4 – MAY 2008 VOL. 39, NO. 5 – JULY 2008 VOL. 39, NO. 6 – SEP 2008  VOL. 40, NO. 1 – DEC 2008	CSN SERIAL NO.: CSN43942-2008  TX6663904  TX6663904  TX6663904  TX6662908  TX6662908  TX6662908	4/20/2009  1/15/2009  1/15/2009  1/15/2009  2/17/2009  2/17/2009  2/17/2009	INTERMEDIA OUTDOORS DON ZAHNER	INTERMEDIA OUTDOORS	REGISTERED
FLY FISHERMAN  ISSUES:	CSN SERIAL NO.: CSN43942-2009	8/14/2009	INTERMEDIA OUTDOORS DON ZAHNER	INTERMEDIA OUTDOORS	REGISTERED

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VOL. 40, NO. 2 – FEB 2009	TX6663111	3/17/2009			
VOL. 40, NO. 3 – MARCH 2009	TX6663111	3/17/2009			
VOL. 40, NO. 4 – MAY 2009	TX6663111	3/17/2009			
VOL. 40, NO. 5 – JULY 2009	TX6682627	8/14/2009			
VOL. 40, NO. 6 – SEP 2009	TX6682627	8/14/2009			
VOL. 41, NO. 1 – DEC 2009	TX6703430	12/30/2009			
VOL. 41, NO. 2 – JAN/FEB 2010	TX6703430	12/30/2009			
FLY FISHERMAN ISSUES:	CSN SERIAL NO.: CSN43942- 2010	6/5/2012	INTERMEDIA OUTDOORS, INC. DON ZAHNER	INTERMEDIA OUTDOORS, INC.	REGISTERED
VOL. 41, NO. 3 – MARCH 2010	TX6778492	6/7/2010			
VOL. 41, NO. 4 – APRIL/MAY 2010	TX6778492	6/7/2010			
VOL. 41, NO. 5 – JUNE 2010	TX6778492	6/7/2010			
BOWHUNTER MAGAZINE TV 2006	PA1393381	7/17/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
BOWHUNTER MAGAZINE TV 2005	PA1393354	7/17/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
THE IN- FISHERMAN: THE JOURNAL OF FRESHWATER FISHING ISSUES:	CSN SERIAL NO.: CSN114840- 2005	6/11/2007	INTERMEDIA OUTDOORS, INC. IN- FISHERMAN/PRIMEDIA ENTHUSIAST PUBLICATIONS	[INTERMEDIA OUTDOORS, INC.] [IN-FISHERMAN/ PRIMEDIA PUBLICATIONS]	REGISTERED
VOL. 30, NO. 2 – FEB 2005	TX6153292	4/1/2005			
VOL. 30, NO. 3 – MARCH 2005	TX6153292	4/1/2005			
VOL. 30, NO. 4 – APRIL 2005	TX6153292	4/1/2005			
VOL. 30, NO. 5 – JUN/JUL 2005	TX6205643	7/7/2005			
VOL. 30, NO. 6 – AUG/SEP 2005	TX6612590	7/17/2005			
VOL. 30, NO. 7 – OCT/NOV 2005	TX6612548	7/17/2007			
VOL. 30, NO. 8 – DEC 2005	TX6612602	7/17/2005			
VOL. 31, NO. 1 – JAN 2006	TX6612550	7/17/2007			

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VOL. 31, NO. 2 – FEB 2006	TX6612551	7/17/2007			
THE IN-FISHERMAN: THE JOURNAL OF FRESHWATER FISHING  ISSUES: VOL. 31, NO. 3 – MARCH 2006 VOL. 31, NO. 4 – APRIL/MAY 2006 VOL. 31, NO. 5 – JUN/JUL 2006 VOL. 31, NO. 6 – AUG/SEP 2006 VOL. 31, NO. 7 – OCT/NOV 2006 VOL. 31, NO. 8 – DEC 2006  VOL. 32, NO. 1 – JAN 2007 VOL. 32, NO. 2 – FEB 2007	CSN SERIAL NO.: CSN114840-2006  TX6612553 TX6612809 TX6612803 TX6612588 TX6612589 TX6612810  TX6612808 TX6612591	11/16/2007  7/17/2007 7/17/2007 7/17/2007 7/17/2007 7/17/2007 7/17/2007  7/17/2007 7/17/2007	IN-FISHERMAN/PRIMEDIA ENTHUSIAST PUBLICATIONS INTERMEDIA OUTDOORS, INC.	[IN-FISHERMAN/PRIMEDIA ENTHUSIAST PUBLICATIONS] [INTERMEDIA OUTDOORS, INC.]	REGISTERED
THE IN-FISHERMAN: THE JOURNAL OF FRESHWATER FISHING  ISSUES: VOL. 32, NO. 3 – MARCH 2007	CSN SERIAL NO.: CSN 114840-2007  TX6612552	11/28/2007  7/17/2007	IN-FISHERMAN/PRIMEDIA ENTHUSIAST PUBLICATIONS	[IN-FISHERMAN/PRIMEDIA ENTHUSIAST PUBLICATIONS] [INTERMEDIA OUTDOORS, INC.]	REGISTERED
GUNS & AMMO TELEVISION 2006	PA1386876	7/17/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
NORTH AMERICAN WHITETAIL TELEVISION 2005	PA1386875	7/17/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
PROFESSIONAL WALLEYE TRAIL 2005	PA1386874	7/17/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
NORTH AMERICAN WHITETAIL TELEVISION 2006	PA1386872	7/17/2007	INTERMEDIA OUTDOORS, INC.	INTERMEDIA OUTDOORS, INC.	REGISTERED
WALLEYE INSIDER: THE FIRST AND LAST WORD IN WALLEYE FISHING  ISSUES:	CSN SERIAL NO.: CSN95387-2006	11/16/2007	INTERMEDIA OUTDOORS, INC. PRIMEDIA ENTHUSIAST PUBLICATIONS	PRIMEDIA ENTHUSIAST PUBLICATIONS [INTERMEDIA OUTDOORS, INC.]	REGISTERED

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VOL. 17, NO. 2 – MARCH 2006	TX6612771	7/17/2007			
VOL. 17, NO. 3 – APRIL 2006	TX6612587	7/17/2007			
VOL. 17, NO. 4 – MAY/JUN 2006	TX6612600	7/17/2007			
VOL. 17, NO. 5 – JUL/AUG/SEP 2006	TX6612554	7/17/2007			
VOL. 17, NO. 6 – OCT/JAN 2007	TX6612853	7/17/2007			
VOL. 18, NO. 1 – FEB 2007	TX6612604	7/17/2007			

Intellectual Property Security Agreement Supplement (Second Lien)

**RECORDED: 02/01/2013**

**TRADEMARK  
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