

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sportsman Channel, Inc.		01/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a Credit Suisse, 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: 4			
Property Type	Number	Word Mark	
Registration Number:	4052452	SPORTSMAN CHANNEL	
Registration Number:	4052453	SPORTSMAN CHANNEL	
Registration Number:	4052457	SPORTSMAN HD	
Registration Number:	3839643	HUNT. FISH. FEED.	
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		

TRADEMARK

Signature:	/Danielle L. Gaier/
Date:	02/01/2013
Total Attachments: 10 source=IP Security Agreement (Second Lien - EXECUTED)#page1.tif source=IP Security Agreement (Second Lien - EXECUTED)#page2.tif source=IP Security Agreement (Second Lien - EXECUTED)#page3.tif source=IP Security Agreement (Second Lien - EXECUTED)#page4.tif source=IP Security Agreement (Second Lien - EXECUTED)#page5.tif source=IP Security Agreement (Second Lien - EXECUTED)#page6.tif source=IP Security Agreement (Second Lien - EXECUTED)#page7.tif source=IP Security Agreement (Second Lien - EXECUTED)#page8.tif source=IP Security Agreement (Second Lien - EXECUTED)#page9.tif source=IP Security Agreement (Second Lien - EXECUTED)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Second Lien)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated January 31, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a Credit Suisse, 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, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated January 31, 2007 made by the Grantors in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, the Grantors hereunder have become parties to the Security Agreement pursuant to the Security Agreement Supplement of even date herewith.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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, each 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 “*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 Collateral of 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 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 Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement 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 secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantors to any Secured Party under the Loan Documents and any Secured Hedge Agreement 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. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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 has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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.

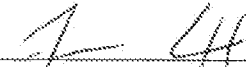
SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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 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, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

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

THE SPORTSMAN CHANNEL, INC.

By 
Name: Jerome Lettier
Title: Vice President

Address for Notices:
2855 S. James Drive, Suite 101
New Berlin, WI 53151

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By 

Name:

Title:

DOREEN BARR
DIRECTOR

By 

Name:

Title:

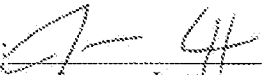
Michael D. Spaight
Associate

Signature Page to Intellectual Property Security Agreement (Second Lien)

TRADEMARK
REEL: 004954 FRAME: 0515

Consented to and agreed as required by Sections 4(b)(v) and 4(b)(xv) of the Certificate of Incorporation of The Sportsman Channel, Inc.:

INTERMEDIA OUTDOORS HOLDINGS,
LLC, as holder of a majority of the shares of
issued and outstanding Series A Preferred Stock.

By: 
Name: Jerome Letter
Title: Vice President



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

Patents

None.

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

Trademarks

Mark	Serial/ Registration Number	Filing / Registration Date	Owner	Status	Next Action/ Comments
SPORTSMAN CHANNEL	85273157 4052452	March 22, 2011 November 8, 2011	SPORTSMAN CHANNEL	REGISTERED	
	85273198 4052453	March 22, 2011 November 8, 2011	SPORTSMAN CHANNEL	REGISTERED	
	85273232 4052457	March 22, 2011 November 8, 2011	SPORTSMAN CHANNEL	REGISTERED	
HUNT. FISH. FEED.	77218427 3839643	June 28, 2007 August 31, 2010	SPORTSMAN CHANNEL	REGISTERED	

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

Copyrights

None.