

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hudson Trail Outfitters, Ltd.		03/25/2013	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Salus Capital Partners, LLC		
Street Address:	197 First Avenue, Suite 250		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1441562	HTO, LTD.	
Registration Number:	1249421	HUDSON TRAIL OUTFITTERS	
Serial Number:	76104835	GEAR CARD	
Serial Number:	76104833	NO WAIT REBATE	
Registration Number:	1605490	TRAILHEADS	
Registration Number:	1503928	MOUNTAIN FIRE	
Registration Number:	1525682	FIRST LEAD	
Registration Number:	1536380	WINTHROP MCCALL	
Registration Number:	1346340	BARCLAYE & JOHNSTONE	
Registration Number:	1200500	GREEN MOUNTAIN THREADWORKS	
Registration Number:	1422351	MOTHER'S MOUNTAIN SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent			

TRADEMARK

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REEL: 004993 FRAME: 0417

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*via US Mail.*

Phone: 800-927-9801 x 62348  
Email: jpaterso@cscinfo.com  
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:

587925-005

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

03/28/2013

Total Attachments: 5

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Hudson Trail Outfitters, Ltd.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Maryland  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) 03/25/2013

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

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

Name: Salus Capital Partners, LLC

Street Address: 197 First Avenue, Suite 250

City: Needham

State: MA

Country: USA Zip: 02494

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ 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)

Text

n/a

B. Trademark Registration No. (s)

1,441,562 (active)

1,249,241 (active)

Additional sheet(s) attached? ☒ Yes ☐ No

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

n/a

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

Name: Greenberg Traurig, LLP

Internal Address: Monica Mahoney

Street Address: 3rd Floor  
One International Place

City: Boston

State: MA Zip: 02110

Phone Number: 617-310-5271

Docket Number: \_\_\_\_\_

Email Address: mahoneym@gtlaw.com

**6. Total number of applications and registrations involved:**

11

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

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Monica C. Mahoney, Paralegal

Name of Person Signing

03/27/2013

Date

Total number of pages including cover sheet, attachments, and document: 5

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

**TRADEMARK**  
**REEL: 004993 FRAME: 0419**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 25th day of March, 2013, by Hudson Trail Outfitters, Ltd., a Maryland corporation (the “**Grantor**”), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) (herein, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to that certain Term Loan Agreement dated as of March 25, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the “**Loan Agreement**”), providing for a loan to be made to Grantor by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of March 25, 2013 between Grantor and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the “**Security Agreement**”), the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

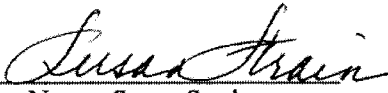
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and 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 existing or hereafter created, acquired or arising:

(i) each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

HUDSON TRAIL OUTFITTERS, LTD.

By:   
Name: Susan Strain  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Name: Andrew H. Moser  
Title: President

Signature Page to Trademark Security Agreement


IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

HUDSON TRAIL OUTFITTERS, LTD.

By: \_\_\_\_\_  
Name: Susan Strain  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By:  \_\_\_\_\_  
Name: Andrew H. Moser  
Title: President

Signature Page to Trademark Security Agreement

## Schedule 1

### Trademark Collateral

#### Active Registered Trademarks:

<u>Serial Number</u>	<u>Reg. Number &amp; Date</u>	<u>Description</u>
73604526	1441562 Registered June 2, 1987	HTO, Ltd.
73363010	1249421 Registered August 23, 1983	Hudson Trail Outfitters

#### Dead Registered Trademarks:

<u>Serial Number</u>	<u>Reg. Number &amp; Date</u> <i>(if available)</i>	<u>Description</u>
76104835		Gear Card
76104833		No Wait Rebate
73808738	1605490	Trailheads
73694793	1503928	Mountain Fire
73666890	1525682	First Lead
73666889	1536380	Winthrop McCall
73475845	1346340	Barclaye & Johnstone
73276688	1200500	Green Mountain Threadworks
73602107	1422351	Mother's Mountain Supply