

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
Intermedia Outdoors, Inc.		05/20/2013	CORPORATION:
The Sportsman Channel, Inc.		05/20/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	CIT Finance LLC, as Administrative Agent
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	3949449	TACTICAL ARMS
Serial Number:	77854727	BREAKING THE SURFACE
Serial Number:	77786887	FLY FISHERMAN
Serial Number:	77541311	TACTICAL IMPACT
Registration Number:	2712273	STICKBOW HUNTING
Registration Number:	2650871	SHALLOW WATER ANGLER
Registration Number:	2621036	FLORIDA SPORTSMAN
Registration Number:	2576151	SHOOTING TIMES
Registration Number:	2658660	NORTH AMERICAN WHITETAIL
Registration Number:	2723313	HANDGUNS
Registration Number:	2550109	PETERSEN'S HUNTING
Registration Number:	2550110	PETERSEN'S BOWHUNTING
Registration Number:	2550111	PETERSEN'S RIFLE SHOOTER

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Registration Number:	2522261	GUNS & AMMO
Registration Number:	2287615	WILDFOWL
Registration Number:	2485531	CRITICAL CONCEPTS
Registration Number:	2382074	SHOTGUN NEWS
Registration Number:	2188642	WALLEYE GUIDE
Registration Number:	2206569	FLY FISHERMAN'S FLY FISHING TACTICS
Registration Number:	2119753	
Registration Number:	2090267	BASS GUIDE
Registration Number:	2036934	SHOTGUN NEWS
Registration Number:	2029380	CATFISH GUIDE
Registration Number:	1886377	IN-FISHERMAN RADIO
Registration Number:	1878640	THE IN-FISHERMAN WALLEYE GUIDE
Registration Number:	1723741	WALLEYE IN-SIDER
Registration Number:	1662310	IN-FISHERMAN
Registration Number:	1699952	PROFESSIONAL WALLEYE TRAIL
Registration Number:	1654229	(F)FISH + (L)LOCATION + (P)PRESENTATION=
Registration Number:	1479595	IN-FISHERMAN
Registration Number:	1478056	IN-FISHERMAN
Registration Number:	1236290	FLY FISHERMAN
Registration Number:	1207222	GUN DOG
Registration Number:	1130848	BOWHUNTER
Registration Number:	3523759	DESTINATION OUTDOORS
Registration Number:	3523756	DESTINATION OUTDOORS
Registration Number:	3605165	FLY FISHING AMERICA
Registration Number:	3605166	FLY FISHING AMERICA
Registration Number:	3526980	FLY FISHING THE WORLD
Registration Number:	3526981	FLY FISHING THE WORLD
Registration Number:	3523760	INSIDE AMERICA'S NATIONAL PARKS
Registration Number:	3523761	INSIDE AMERICA'S NATIONAL PARKS
Registration Number:	4052452	SPORTSMAN CHANNEL
Registration Number:	4052453	SPORTSMAN CHANNEL
Registration Number:	4052457	SPORTSMAN HD
Registration Number:	3839643	HUNT. FISH. FEED.
Serial Number:	85978933	APORKALYPSE
Serial Number:	85877375	STRIKE & SET SATURDAY

TRADEMARK

REEL: 005031 FRAME: 0312

	85877354	DEAD MEAT
Serial Number:	85876025	WHITETAIL WONDERLAND
Serial Number:	85876006	THE LANDING ZONE
Serial Number:	85875205	BIG GAME WEDNESDAYS
Serial Number:	85874976	ATTACK OF THE BASS!
Serial Number:	85873970	TALKIN' TURKEY

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	18965-30370
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/20/2013

Total Attachments: 9
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Notice of Grant of Security Interest in Trademarks*”) dated May 20, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CIT FINANCE LLC (“*CIT*”) as administrative agent (together with its successors in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, INTERMEDIA OUTDOORS HOLDINGS, INC., a Delaware corporation, has entered into a Credit and Guaranty Agreement, dated as of May 20, 2013 (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 CIT, as Administrative Agent.

WHEREAS, as a condition precedent to the making of Loans, the issuance of Letters of Credit, and the entry into Secured Hedge Agreements by the Secured Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security and Pledge Agreement dated May 20, 2013 made by the Grantors in favor of the Administrative 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*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Notice of Grant of Security Interest in Trademarks for recording with the U.S. Patent and Trademark Office.

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. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “*Trademark Collateral*”):

- (i) all of such Grantor's Trademarks including those referred to on Schedule A and all Licenses to which it is a party relating to such Trademarks;
- (ii) all renewals or extensions of the foregoing; and
- (iii) all products and proceeds of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interests granted hereunder shall not extend to Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Notice of Grant of Security Interest in Trademarks 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 Notice of Grant of Security Interest in Trademarks 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 Commissioner for Trademarks record this Notice of Grant of Security Interest in Trademarks.

SECTION 4. Execution in Counterparts. This Notice of Grant of Security Interest in Trademarks 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 Notice of Grant of Security Interest in Trademarks has been entered into in conjunction with the Security Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Notice of Grant of Security Interest in Trademarks are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 6. Governing Law. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[Signature Page Follows]

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

INTERMEDIA OUTDOORS, INC.

By J-47
Name: Jerome Letter
Title: Vice President

Address for Notices:

1040 Avenue of the Americas
New York, NY 10019

THE SPORTSMAN CHANNEL, INC.

By J-47
Name: Jerome Letter
Title: Vice President

Address for Notices:

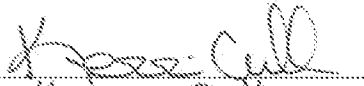
2855 S. James Dr.
Suite 101
New Berlin, WI 53151

Signature Page to Notice of Grant of Security Interest in Trademarks

TRADEMARK
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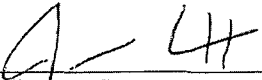
Accepted and Agreed as of this 20th day of May, 2013

CIT FINANCE LLC,
as Administrative Agent

By 
Name: Kevin Colter
Title: Director

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

Signature Page to Notice of Grant of Security Interest in Trademarks


TRADEMARK
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**Schedule A to the
Notice of Grant of Security Interest in Trademarks**

Trademarks

1. InterMedia Outdoors Holdings, Inc. and Subsidiaries Active Trademark Registration and Application List (Worldwide)



Owner	Trademark	Trademark Image	App. No. Reg. No.	Country	Status	International Classes)
Intermedia Outdoors, Inc.	TACTICAL ARMS		77854661 3949449	United States	REGISTERED Supplemental Register	9 41 45
Intermedia Outdoors, Inc.	BREAKING THE SURFACE		77854727 N/A	United States	PUBLISHED (PENDING) Intent to Use	9 41
Intermedia Outdoors, Inc.	FLY FISHERMAN		77786887 N/A	United States	PUBLISHED (PENDING) Section 2(F) Intent to Use	9 25 41
Intermedia Outdoors, Inc.	TACTICAL IMPACT		77541311 N/A	United States	PUBLISHED (PENDING) Intent to Use	9 41
Intermedia Outdoors, Inc.	STICKBOW HUNTING		76423216 2712273	United States	REGISTERED Supplemental Register	16
Intermedia Outdoors, Inc.	SHALLOW WATER ANGLER		76333149 2650871	United States	REGISTERED Supplemental Register	16
Intermedia Outdoors, Inc.	FLORIDA SPORTSMAN		76325053 2621036	United States	REGISTERED Section 2(F)	16 41 42
Intermedia Outdoors, Inc.	SHOOTING TIMES		76316075 2576151	United States	RENEWED (REGISTERED)	16
Intermedia Outdoors, Inc.	NORTH AMERICAN WHITETAIL		76300149 2658660	United States	REGISTERED Section 2(F)	16
Intermedia Outdoors, Inc.	HANDGUNS		76297955 2723313	United States	REGISTERED Section 2(F)	16
Intermedia Outdoors, Inc.	PETERSEN'S HUNTING		76297952 2550109	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	PETERSEN'S BOWHUNTING		76297953 2550110	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	PETERSEN'S RIFLE SHOOTER		76297954 2550111	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	GUNS & AMMO		76169807 2522261	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	WILDFOWL		75517098 2287615	United States	RENEWED (REGISTERED)	16
Intermedia Outdoors, Inc.	CRITICAL CONCEPTS		75424909 2485531	United States	RENEWED (REGISTERED)	16
Intermedia Outdoors, Inc.	SHOTGUN NEWS		75343610 2382074	United States	RENEWED (REGISTERED) Section 2(F)	16

Intermedia Outdoors, Inc.	WALLEYE GUIDE	75305697 2188642	United States	RENEWED (REGISTERED) Supplemental Register	16
Intermedia Outdoors, Inc.	FLY FISHERMAN'S FLY FISHING TACTICS	75271550 2206569	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	Design Only 	75208388 2119753	United States	RENEWED (REGISTERED)	16 42
Intermedia Outdoors, Inc.	BASS GUIDE	75163589 2090267	United States	RENEWED (REGISTERED) Supplemental Register	16
Intermedia Outdoors, Inc.	SHOTGUN NEWS	75047549 2036934	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	CATFISH GUIDE	74737188 2029380	United States	RENEWED (REGISTERED) Supplemental Register	16
Intermedia Outdoors, Inc.	IN-FISHERMAN RADIO	74493891 1886377	United States	RENEWED (REGISTERED)	41
Intermedia Outdoors, Inc.	THE IN-FISHERMAN WALLEYE GUIDE	74487419 1878640	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	WALLEYE IN-SIDER	74241675 1723741	United States	RENEWED (REGISTERED)	16
Intermedia Outdoors, Inc.	IN-FISHERMAN	74116582 1662310	United States	RENEWED (REGISTERED)	9 25 42
Intermedia Outdoors, Inc.	PROFESSIONAL WALLEYE TRAIL	74092228 1699952	United States	RENEWED (REGISTERED)	41
Intermedia Outdoors, Inc.	(F)FISH + (L)LOCATION + (P)PRESENTATION= (S)SUCCESS	74083340 1654229	United States	RENEWED (REGISTERED)	9
Intermedia Outdoors, Inc.	IN-FISHERMAN	73672282 1479595	United States	RENEWED (REGISTERED)	16
Intermedia Outdoors, Inc.	IN-FISHERMAN	73672283 1478056	United States	RENEWED (REGISTERED)	41
Intermedia Outdoors, Inc.	FLY FISHERMAN	73361674 1236290	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc.	GUN DOG	73332872 1207222	United States	RENEWED (REGISTERED)	16
Intermedia Outdoors, Inc.	BOWHUNTER	73168102 1130848	United States	RENEWED (REGISTERED) Section 2(F)	16
Intermedia Outdoors, Inc. ¹	DESTINATION OUTDOORS	77414854 3523759	United States	REGISTERED	9
Intermedia Outdoors, Inc. ¹	DESTINATION OUTDOORS	77414488 3523756	United States	REGISTERED	41

¹ Note: these trademarks are being transferred to InterMedia, Outdoors, Inc. in connection with the dissolution of Barrett Productions, LLC.

Intermedia Outdoors, Inc. ¹	FLY FISHING AMERICA	77414477 3605165	United States	REGISTERED Section 2(F)	9
Intermedia Outdoors, Inc. ¹	FLY FISHING AMERICA	77414485 3605166	United States	REGISTERED Section 2(F)	41
Intermedia Outdoors, Inc. ¹	FLY FISHING THE WORLD	77414472 3526980	United States	REGISTERED Section 2(F)	9
Intermedia Outdoors, Inc. ¹	FLY FISHING THE WORLD	77414475 3526981	United States	REGISTERED Section 2(F)	41
Intermedia Outdoors, Inc. ¹	INSIDE AMERICA'S NATIONAL PARKS	77414863 3523760	United States	REGISTERED	9
Intermedia Outdoors, Inc. ¹	INSIDE AMERICA'S NATIONAL PARKS	77414871 3523761	United States	REGISTERED	41

2. The Sportsman Channel, Inc. Active Trademark Registration and Application List

Owner	Trademark	Image	App. No. Reg. No.	Country	Status	International Class(es)
The Sportsman Channel, Inc.	SPORTSMAN CHANNEL	SPORTSMAN CHANNEL	85273157 4052452	United States	REGISTERED	9 41
The Sportsman Channel, Inc.	SPORTSMAN CHANNEL		85273198 4052453	United States	REGISTERED	9 41
The Sportsman Channel, Inc.	SPORTSMAN HD		85273232 4052457	United States	REGISTERED	41
The Sportsman Channel, Inc.	HUNT. FISH. FEED.	HUNT. FISH. FEED.	77218427 3839643	United States	REGISTERED Section 2(F)	35 41
The Sportsman Channel, Inc.	APORKALYPSE		85978933	United States	PENDING	41
The Sportsman Channel, Inc.	STRIKE & SET SATURDAY		85877375	United States	PENDING	41

The Sportsman Channel, Inc.	DEAD MEAT		85877354	United States	PENDING	41
The Sportsman Channel, Inc.	WHITETAIL WONDERLAND		85876025	United States	PENDING	41
The Sportsman Channel, Inc.	THE LANDING ZONE		85876006	United States	PENDING	41
The Sportsman Channel, Inc.	BIG GAME WEDNESDAYS		85875205	United States	PENDING	41
The Sportsman Channel, Inc.	ATTACK OF THE BASS		85874976	United States	PENDING	41
The Sportsman Channel, Inc.	TALKIN' TURKEY		85873970	United States	PENDING	41

Notice of Grant of Security Interest in Trademarks