

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------|------------------------------|--|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sportsman's Warehouse, Inc. | | 08/20/2013 | CORPORATION: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG | | |
| Street Address: | Eleven Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2390988 | SPORTSMAN'S WAREHOUSE HUNTING FISHING CA | |
| Registration Number: | 2911265 | VITAL IMPACT | |
| Registration Number: | 3001204 | THE GREAT INDOORS FOR THOSE WHO LOVE THE | |
| Registration Number: | 3060233 | SPORTSMAN'S NEWS | |
| Registration Number: | 3223766 | SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTE | |
| Registration Number: | 3354654 | SPORTSMAN LITE | |
| Registration Number: | 3472243 | SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER | |
| Registration Number: | 3675144 | SPORTSMAN'S WAREHOUSE | |
| Registration Number: | 3886160 | SPORTSMAN'S WAREHOUSE | |
| Registration Number: | 3886154 | SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER | |
| Registration Number: | 3095578 | LOST RIVER | |
| Registration Number: | 3172144 | ELK HUNTER | |
| Registration Number: | 4267214 | SPORTSMAN'S NEWS THE OFFICIAL PUBLICATIO | |
| Serial Number: | 86015232 | TAKE IT OUTSIDE | |

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| Serial Number: | 86015241 | SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER |
| Serial Number: | 86004216 | SW |
| 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, Esq.

Address Line 4: New York, NEW YORK 10036

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|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 217730/2525 |
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| NAME OF SUBMITTER: | Nicholas Dumas |
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| Signature: | /Nicholas Dumas/ |
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| Date: | 08/29/2013 |
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 20, 2013, by Sportsman's Warehouse, Inc., a Utah corporation (herein referred to as a "Grantor"), in favor of Credit Suisse AG, 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: 
Name: Kevan Talbot
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

By: 
Name: MICHAEL SPAIGHT
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

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. |
| 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. |

| <u>MARK</u> | <u>REG. DATE</u> | <u>REG. No.</u> | <u>GRANTOR</u> |
|---|------------------|-----------------|-----------------------------|
| 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 | 11/14/2006 | 3,172,144 | Sportsman's Warehouse, Inc. |
| SPORTSMAN'S NEWS THE OFFICIAL PUBLICATION OF SPORTSMAN'S WAREHOUSE | 01/01/2013 | 4,267,214 | 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. |
| Colorado | SPORTS WAREHOUSE INC. | 02/19/1999 | 19991032013 | 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. |
| Idaho | SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR and design | 02/08/1999 | 16237 | Sports Warehouse, Inc. |
| Idaho | SPORTSMAN'S WAREHOUSE | 02/08/1999 | 16236 | Sports Warehouse, Inc. |
| Montana | SPORTSMAN'S WAREHOUSE | 05/19/2003 | 22742 | Sports Warehouse, Inc. |
| Utah | SPORTSMAN'S WAREHOUSE SUPERIMPOSED OVER AN OUTLINE OF MOUNTAINS | 01/30/1998 (Renewed 3/19/2008) | UT 37654 2524501-0190 | Sports Warehouse, Inc. |

U.S. TRADEMARK APPLICATIONS

| <u>TRADEMARK</u> | <u>APPLICATION NUMBER</u> | <u>APPLICATION DATE</u> | <u>GRANTOR</u> |
|---|---------------------------|-------------------------|-----------------------------|
| TAKE IT OUTSIDE | 86/015,232 | 07/19/2013 | Sportsman's Warehouse, Inc. |
| SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER HUNTING FISHING CAMPING RELOADING CLOTHING FOOTWEAR TAKE IT OUTSIDE | 86/015,241 | 07/19/2013 | Sportsman's Warehouse, Inc. |
| SW | 86/004,216 | 07/08/2013 | Sportsman's Warehouse, Inc. |

| <u>TRADEMARK</u> | <u>APPLICATION NUMBER</u> | <u>APPLICATION DATE</u> | <u>GRANTOR</u> |
|------------------------------------|---------------------------|-------------------------|--------------------------------|
| DESIGN (Outline of Mountain Range) | 85/727,803 | 09/13/2012 | Sportsman's Warehouse, Inc. |
| RUSTIC RIDGE | 85/721,995 | 09/06/2012 | Sportsman's Warehouse, Inc. |