

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
The Sportsman's Guide, Inc.		12/27/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86056387	PIG'S EYE
Serial Number:	85794194	TRUCK MONKEY.COM
Registration Number:	4346906	TRUCK MONKEY.COM
Registration Number:	3897000	BASEBALLSAVINGS.COM
Registration Number:	1436014	THE SPORTSMAN'S GUIDE

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.
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CH \$140.00 86056387

ATTORNEY DOCKET NUMBER:	36084-38800
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/31/2013
Total Attachments: 5 source=Northern Tool_ Executed 2013 Confirmatory Grant (Trademarks - TSG) (2)#page1.tif source=Northern Tool_ Executed 2013 Confirmatory Grant (Trademarks - TSG) (2)#page2.tif source=Northern Tool_ Executed 2013 Confirmatory Grant (Trademarks - TSG) (2)#page3.tif source=Northern Tool_ Executed 2013 Confirmatory Grant (Trademarks - TSG) (2)#page4.tif source=Northern Tool_ Executed 2013 Confirmatory Grant (Trademarks - TSG) (2)#page5.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant of Security Interest") is made effective as of December 27, 2013 by and from The Sportsman's Guide, Inc., a Minnesota corporation, (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof among the other Loan Parties, the Grantee and the Lenders (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor will guarantee the repayment of the Secured Obligations pursuant to Article X of the Credit Agreement (the "Guaranty").

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant of Security Interest is executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.


(a) This Confirmatory Grant of Security Interest is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of each Loan Guarantor under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant of Security Interest.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

3) Governing Law. **THIS CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

THE SPORTSMAN'S GUIDE, INC.





By: 
Name: Thomas E. Erickson
Title: Treasurer

Signature Page for
Confirmatory Grant of Security Interest in United States Trademarks
(The Sportsman's Guide, Inc.)

TRADEMARK
REEL: 005183 FRAME: 0936

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

[Attached]

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
PIG'S EYE	86056387	9/5/2013			PENDING
TRUCK MONKEY.COM <i>and Design</i> 	85794194	12/4/2012			PENDING
TRUCK MONKEY.COM <i>and Design</i> 	85794124	12/4/2012	4346906	6/4/2013	REGISTERED
BASEBALL SAVINGS.COM <i>and Design</i> 	85033178	5/7/2010	3897000	12/28/2010	REGISTERED
THE SPORTSMAN'S GUIDE <i>and Design</i> 	73590627	3/31/1986	1436014	4/7/1987	RENEWED