

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUNTER'S SPECIALTIES, INC.		08/25/2014	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	HC CAPITAL HOLDINGS 0214A, LLC		
Street Address:	12600 Hill Country Blvd. Suite R-210		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	1167933	CAMO COMPAC	
Registration Number:	1186302	BOW-FLAGE	
Registration Number:	1398670	H. S. STRUT	
Registration Number:	1697787	H.S. CAMO	
Registration Number:	1703467	HUNTER'S SPECIALTIES "FOR SPORTSMEN, BY	
Registration Number:	1888140		
Registration Number:	1863805	PRIMETIME	
Registration Number:	1887171	H.S.SCENTS	
Registration Number:	1877719	SCENTWICKS	
Registration Number:	2100582	HUNTER'S SPECIALTIES	
Registration Number:	1980511	BUNSAVER	
Registration Number:	2580547	SMELL INVISIBLE	
Registration Number:	2240808	TRUE TALKER	
Registration Number:	2454031	UNDERTAKER	
Registration Number:	2460494	SQUEEZE ME	
Registration Number:	2536782		
Registration Number:	2748935	VITA-RACK	
Registration Number:	3376909	HUNTER'S SPECIALTIES	
Registration Number:	3399099	BUTT OUT	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2924424	THUNDER TWISTER
Registration Number:	2913973	BILL COLLECTOR
Registration Number:	3136548	MAC DADDY
Registration Number:	3095073	JOHNNY STEWART
Registration Number:	3251687	PRIMETIME BUCKS
Registration Number:	3251691	PRIMETIME BULLS
Registration Number:	3251693	OPERATION PREDATOR
Registration Number:	3251695	CUTT'N & STRUTT'N
Registration Number:	3537540	HUNTER'S SPECIALTIES
Registration Number:	3525316	INFINITY LATEX
Registration Number:	3506296	COYOTE HOOKER
Registration Number:	3525402	BULL HOOKER
Registration Number:	3547933	BOILER ROOM
Registration Number:	3648594	RING ZONE
Registration Number:	3617792	MOISTURE TRAP
Registration Number:	3648652	GOBBLER GRENADE
Registration Number:	3579622	WAYNE CARLTON'S CALLS
Registration Number:	3634158	NO-MAR
Registration Number:	3681159	YETI
Registration Number:	3850705	HS
Registration Number:	3800725	HS
Registration Number:	4067655	PRIMETIME
Registration Number:	3830245	SCENT WAFERS
Registration Number:	4272540	TEK 4
Registration Number:	3929998	VITA-RACK LICK SITE
Registration Number:	3941976	VITA-RACK GORGE
Registration Number:	3864250	RETRACT-A-DRAG
Registration Number:	3953734	STRUT
Registration Number:	4039502	SCENT-A-WAY
Registration Number:	3896684	I-KAM XTREME
Registration Number:	4227353	EXECUTIONER
Registration Number:	4227354	GALLOWS
Registration Number:	4227355	JURY
Registration Number:	4227356	BLOODHOUND
Registration Number:	4362049	THE STUFF OF LEGENDS
Registration Number:	4566496	SPEED CAMO

CORRESPONDENCE DATA

Fax Number: 3129847700

TRADEMARK

REEL: 005374 FRAME: 0667

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3123722000
Email: ghouhanisin@mwe.com, jkritisas@mwe.com, kwalsh@mwe.com
Correspondent Name: Kelly Walsh, McDermott Will & Emery LLP
Address Line 1: 227 W. Monroe Street, Suite 4400
Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER:	092619-0018
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NAME OF SUBMITTER:	James Kritsas
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SIGNATURE:	/James Kritsas/
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DATE SIGNED:	10/03/2014
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Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF AUGUST 25, 2014 AMONG HC CAPITAL HOLDINGS 0214A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HUNTER'S SPECIALTIES, INC., AN IOWA CORPORATION ("BORROWER"), HS SPORTING PRODUCTS CORPORATION, A DELAWARE CORPORATION ("PARENT") AND WELLS FARGO BANK, NATIONAL ASSOCIATION ("AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWER PURSUANT TO THAT CERTAIN LOAN AGREEMENT DATED AS OF AUGUST 25, 2014 AMONG BORROWER, PARENT, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH LOAN AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of August, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and HC CAPITAL HOLDINGS 0214A, LLC, a Delaware limited liability company ("HC Capital"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement dated as of August 25, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among HS Sporting Products Corporation, Inc., a Delaware corporation, as parent ("Parent"), Hunter's Specialties, Inc., an Iowa corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Guaranty and Security Agreement, dated as of August 25, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor (except any trademark that constitutes Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


8. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Loan Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Loan Agreement, the Security Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Loan Agreement, upon Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HUNTER'S SPECIALTIES, INC.

By: 
Name: Timothy J. Kane
Title: TREASURER

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

HC CAPITAL HOLDINGS 0214A, LLC

By: 

Name: Spencer Moon

Title: _____

TRADEMARK

REEL: 005374 FRAME: 0673

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
73243759	CAMO COMPAC	12/21/1979	1167933	9/8/1981
73278544	BOW-FLAGE	9/19/1980	1186302	1/19/1982
73567413	H. S. STRUT	11/7/1985	1398670	6/24/1986
74152827	H.S. CAMO	4/1/1991	1697787	6/30/1992
74153134	HUNTER'S SPECIALTIES "FOR SPORTSMEN, BYSPORTSMEN" CEDAR RAPIDS, IOWA	4/1/1991	1703467	7/28/1992
74416728	(illustrated drawing)	7/26/1993	1888140	4/11/1995
74450419	PRIMETIME	10/25/1993	1863805	11/22/1994
74452876	H.S.SCENTS	11/1/1993	1887171	4/4/1995
74463153	SCENTWICKS	11/26/1993	1877719	2/7/1995
74497902	HUNTER'S SPECIALTIES	3/7/1994	2100582	9/30/1997
74577888	BUNSAVER	9/26/1994	1980511	6/18/1996
75420171	SMELL INVISIBLE	1/20/1998	2580547	6/18/2002
75470449	TRUE TALKER	4/20/1998	2240808	4/20/1999
75777230	UNDERTAKER	8/17/1999	2454031	5/22/2001
75880111	SQUEEZE ME	1/4/2000	2460494	6/12/2001
78005769	(illustrated drawing)	4/26/2000	2536782	2/5/2002
78123138	VITA-RACK	4/22/2002	2748935	8/5/2003
77013868	HUNTER'S SPECIALTIES	10/4/2006	3376909	2/5/2008
77062153	BUTT OUT	12/12/2006	3399099	3/18/2008
78301783	THUNDER TWISTER	9/17/2003	2924424	2/1/2005
78310039	BILL COLLECTOR	10/6/2003	2913973	12/21/2004
78362457	MAC DADDY	2/4/2004	3136548	8/29/2006
78508492	JOHNNY STEWART	10/29/2004	3095073	5/23/2006
78947230	PRIMETIME BUCKS	8/8/2006	3251687	6/12/2007
78947268	PRIMETIME BULLS	8/8/2006	3251691	6/12/2007
78947280	OPERATION PREDATOR	8/8/2006	3251693	6/12/2007
78947291	CUTT'N & STRUTT'N	8/8/2006	3251695	6/12/2007
77013903	HUNTER'S SPECIALTIES	10/4/2006	3537540	11/25/2008
77264853	INFINITY LATEX	8/27/2007	3525316	10/28/2008
77305981	COYOTE HOOKER	10/17/2007	3506296	9/23/2008
77306169	BULL HOOKER	10/17/2007	3525402	10/28/2008
77318930	BOILER ROOM	11/1/2007	3547933	12/16/2008

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
77476838	RING ZONE	5/16/2008	3648594	6/30/2009
77505478	MOISTURE TRAP	6/23/2008	3617792	5/5/2009
77505494	GOBBLER GRENADE	6/23/2008	3648652	6/30/2009
77517100	WAYNE CARLTON'S CALLS	7/8/2008	3579622	2/24/2009
77517118	NO-MAR	7/8/2008	3634158	6/9/2009
77533669	YETI	7/29/2008	3681159	9/8/2009
77587370	HS	10/7/2008	3850705	9/21/2010
77704069	HS	4/1/2009	3800725	6/8/2010
77705391	PRIMETIME	4/2/2009	4067655	12/6/2011
77739977	SCENT WAFERS	5/19/2009	3830245	8/10/2010
77812838	TEK 4	8/26/2009	4272540	1/8/2013
77959969	VITA-RACK LICK SITE	3/16/2010	3929998	3/8/2011
77959995	VITA-RACK GORGE	3/16/2010	3941976	4/5/2011
77968656	RETRACT-A-DRAG	3/25/2010	3864250	10/19/2010
85016213	STRUT	4/16/2010	3953734	5/3/2011
85089411	SCENT-A-WAY	7/21/2010	4039502	10/11/2011
85003046	I-KAM XTREME	3/31/2010	3896684	12/28/2010
85417434	EXECUTIONER	9/8/2011	4227353	10/16/2012
85417444	GALLOWS	9/8/2011	4227354	10/16/2012
85417452	JURY	9/8/2011	4227355	10/16/2012
85417455	BLOODHOUND	9/8/2011	4227356	10/16/2012
85506498	THE STUFF OF LEGENDS	12/30/2011	4362049	7/2/2013
85929770	SPEED CAMO	5/13/2013	4566496	7/15/2014