

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sportsman Channel, Inc.		11/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4052452	SPORTSMAN CHANNEL	
Serial Number:	85821171	APORKALYPSE	
Registration Number:	4388288	APORKALYPSE	
Registration Number:	4442841	ATTACK OF THE BASS!	
Registration Number:	4404972	BIG GAME WEDNESDAYS	
Registration Number:	4446853	DEAD MEAT	
Serial Number:	85857193	GUNVERSATION	
Serial Number:	86098159	SHARK COMMANDERS	
Registration Number:	4440268	SPORTSMAN CHANNEL	
Registration Number:	4052453	SPORTSMAN CHANNEL	
Registration Number:	4052457	SPORTSMAN HD	
Registration Number:	4440269	SPORTSMAN HD	
Registration Number:	4484039	SPORTSMAN ON DEMAND	
Registration Number:	4442863	STRIKE & SET SATURDAY	
Registration Number:	4442834	TALKIN' TURKEY	
Registration Number:	4442852	THE LANDING ZONE	
Serial Number:	86299003	THE ROUND TABLE	
Serial Number:	86299025	THE ROUND TABLE PROJECT	
Registration Number:	4442853	WHITETAIL WONDERLAND	

CH \$590.00 4052452

Property Type	Number	Word Mark
Serial Number:	85748992	ZOMBIE BUSTERS
Registration Number:	3839643	HUNT. FISH. FEED.
Serial Number:	86388168	RED WILD +BLUE
Serial Number:	86388088	RED WILD + BLUE

CORRESPONDENCE DATA

Fax Number: 3128032209

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: 212-407-4000

Email: aprovenio@loeb.com

Correspondent Name: Scott J. Giordano - LOEB & LOEB LLP

Address Line 1: 345 Park Avenue

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	217938-10113
NAME OF SUBMITTER:	Scott J. Giordano
SIGNATURE:	/Scott J. Giordano/
DATE SIGNED:	02/27/2015

Total Attachments: 7

source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page1.tif
source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page2.tif
source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page3.tif
source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page4.tif
source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page5.tif
source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page6.tif
source=IP SECURITY AGREEMENT - The Sportsman Channel Inc#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 7, 2014 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS.

WITNESSETH:

A. Pursuant to the Term Loan Agreement dated as of November 7, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Loan Agreement") among KSE SPORTSMAN HOLDINGS, LLC (the "Borrower") and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, with such extension of credit evidenced by that certain Term Note, dated as of November 7, 2014, issued by Borrower to Lender (as the same may be amended, restated, modified and/or supplemented from time to time, the "Note");

B. All of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement.

Each Grantor accordingly agrees as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral"):

(a) all of its Copyrights and Copyright Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(b) all renewals, reversions and extensions of the Copyrights and Copyright Licenses;

(c) all of its Patents and Patent Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(d) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions with respect to any of the Patents and Patent Licenses;

(e) all of its Trademarks and Trademark Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(f) all renewals and extensions of the Trademarks and Trademark Licenses;

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

(h) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the IP Collateral.

Section 5. Counterparts. This Agreement may be authenticated in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Lender, electronic means, all of which shall be equally valid.

Section 6. GOVERNING LAW. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE SPORTSMAN CHANNEL, INC.,
a Delaware corporation

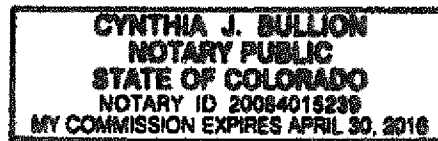
By: *James A. Martin*
Name: James A. Martin
Title: President

ACKNOWLEDGMENT OF GRANTORS

STATE OF COLORADO)
COUNTY OF DENVER) ss.


On this 6TH day of November 2014 before me personally appeared James A. Martin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of THE SPORTSMAN CHANNEL, INC., who being by me duly sworn did depose and say that he is an authorized signatory of said corporation, that the said instrument was signed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

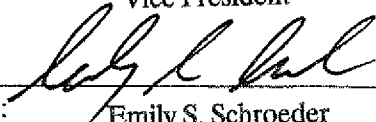
Cynthia J. Bullion
Notary Public



ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: 
Name: _____
Title: Corey Kozak
Vice President

By: 
Name: _____
Title: Emily S. Schroeder
Vice President

SCHEDULE 1

Intellectual Property Registrations

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

D. REGISTERED PATENTS

None.

E. PATENT APPLICATIONS

None.

F. PATENT LICENSES

None.

G. REGISTERED TRADEMARKS

See attached.

H. TRADEMARK APPLICATIONS


See attached.

I. TRADEMARK LICENSES

None.

**The Sportsman Channel
Active Trademark Registration and Application List**

Trademark	Image	App. No. Reg. No.	App. Date Reg. Date	Country	Status
SPORTSMAN CHANNEL		85273157 4052452	03/22/2011 11/08/2011	United States	REGISTERED
APORKALYPSE		85821171	1/11/2013	United States	ALLOWED (07/30/2014)
APORKALYPSE		85/978933 4388288	01/11/2013 08/20/2013	United States	REGISTERED
ATTACK OF THE BASS		85/874976 4442841	03/13/2013 12/03/2013	United States	REGISTERED
BIG GAME WEDNESDAYS		85/875205 4404972	03/13/2013 09/17/2013	United States	REGISTERED Supplemental Register
DEAD MEAT		85/877354 4446853	03/15/2013 12/10/2013	United States	REGISTERED
GUNVERSATION		85/857193	2/22/2013	United States	ALLOWED (07/03/2014)
SHARK COMMANDERS		86/098159	10/22/2013	United States	ALLOWED (06/10/2014)
SPORTSMAN CHANNEL		85/930350 4440268	05/13/2013 11/26/2013	United States	REGISTERED
SPORTSMAN CHANNEL & Design		85/273198 4052453	03/22/2011 11/08/2011	United States	REGISTERED
SPORTSMAN HD & Design		85/273232 4052457	03/22/2011 11/08/2011	United States	REGISTERED
SPORTSMAN HD (Stylized)		85/930369 4440269	05/13/2013 11/26/2013	United States	REGISTERED
SPORTSMAN ON DEMAND (Stylized)		85/930405 4484039	05/13/2013 02/18/2014	United States	REGISTERED Section 2(F)
STRIKE & SET SATURDAY		85/877375 4442863	03/15/2013 12/03/2013	United States	REGISTERED
TALKIN' TURKEY		85/873970 4442834	03/12/2013 12/03/2013	United States	REGISTERED
THE LANDING ZONE		85/876006 4442852	03/14/2013 12/3/2013	United States	REGISTERED
THE ROUND TABLE		86/299003	6/3/2014	United States	PENDING Intent to Use
THE ROUND TABLE PROJECT		86/299025	6/3/2014	United States	PENDING Intent to Use
WHITETAIL WONDERLAND		85/876025 4442853	03/14/2013 12/03/2013	United States	REGISTERED
ZOMBIE BUSTERS		85/748992	10/9/2012	United States	PENDING Intent to Use

Trademark	Image	App. No. Reg. No.	App. Date Reg. Date	Country	Status
HUNT. FISH. FEED.	HUNT FISH FEED	77218427 3839643	06/28/2007 08/31/2010	United States	REGISTERED Section 2(F)
RED WILD + BLUE (Stylized)		86388168	09/08/14	United States	PENDING
RED WILD + BLUE	RED WILD + BLUE	86388088	09/08/14	United States	PENDING