

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marolina Outdoor Inc.		11/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	High Roller Capital LLC		
Street Address:	1008 Southview Circle		
City:	Center		
State/Country:	TEXAS		
Postal Code:	75935		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86217458	HUK	
Serial Number:	86221622	HUKNATION	
Serial Number:	86271008	PRODIGY FISHING	
CORRESPONDENCE DATA			
Fax Number:	2142000436		
<i>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.</i>			
Phone:	214-651-5665		
Email:	randy.colson@haynesboone.com		
Correspondent Name:	Randall E. Colson		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	Haynes and Boone, LLP		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Randall E. Colson		
SIGNATURE:	/Randall E. Colson/		
DATE SIGNED:	11/28/2016		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 21, 2016 (this “*Agreement*”), is between **MAROLINA OUTDOOR INC.**, a Delaware corporation (the “*Grantor*”), and **HIGH ROLLER CAPITAL LLC**, a Texas limited liability company (“*Secured Party*”).

RECITALS:

A. Secured Party as the secured lender has extended or may extend certain term and revolving credit loans to Grantor, under that certain Secured Revolving Line of Credit Loan Agreement, dated of even date herewith (the “*Credit Agreement*”), between Grantor and Secured Party.

B. In consideration of the extensions of credit and other accommodations of Secured Party to Grantor as set forth in the Credit Agreement, Grantor has agreed to grant to Secured Party a security interest in all assets and property of Grantor (including Trademarks and other intellectual property) to secure all Grantors’ obligations under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), as set forth in that certain Security Agreement, dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) between Grantor and Secured Party; and

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to further evidence the security interest of Secured Party in the Trademarks (as herein defined) and Trademark Licenses (as herein defined) owned by Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and Secured Party agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all of the following property of Grantor (collectively, the “*Trademark Collateral*”):

- a. any and all trademarks, trade names, service marks, logos, product designs, fictitious business names, or other indicia of source, and any registration and any application for registration of any of the foregoing, including (i) the items listed on **Schedule 1**, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor’s business symbolized by the foregoing and (vi) all of each Grantor’s rights corresponding thereto

throughout the world; and (v) all Proceeds of the foregoing (collectively, “*Trademarks*”).

- b. Any and all agreements now or hereafter providing for the granting of any right in or to Trademarks, whether Grantor is licensee or licensor (collectively, “*Trademark Licenses*”).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.


4. COUNTERPARTS. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

MAROLINA OUTDOOR INC.

By: 
Name: Ben Verne
Title: president

SECURED PARTY:

HIGH ROLLER CAPITAL LLC

By: _____
Name: Dustin Bailey
Title: Manager

Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT

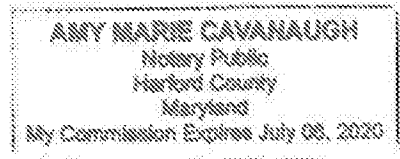
STATE OF Maryland)
)
COUNTY OF Harford)

This instrument was acknowledged before me this 21 day of November, 2016, by CEO as President of Marceline Outdoor Inc., a Delaware corporation, on behalf of such corporation.

(Seal)

Amy Marie Cavanaugh
Notary Public

My commission expires: July 08, 2020



STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of November, 2016, by Dustin Bailey, as Manager of High Roller Capital LLC, Inc., a Texas limited liability company, on behalf of such limited liability company.

(Seal)

Notary Public in and for the State of Texas

My commission expires: _____

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

MAROLINA OUTDOOR INC.

By: _____
Name: Benjamin Verner
Title: President

SECURED PARTY:

HIGH ROLLER CAPITAL LLC

By: Dustin Bailey
Name: Dustin Bailey
Title: Manager

ACKNOWLEDGMENT

STATE OF)
)
COUNTY OF)

This instrument was acknowledged before me this _____ day of November, 2016, by _____, as _____ of Marolina Outdoor Inc., a Delaware corporation, on behalf of such corporation.

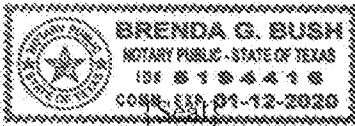
{Seal}

Notary Public

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF Shelby)

This instrument was acknowledged before me this 12 day of November, 2016, by Dustin Bailey, as Manager of High Roller Capital LLC, a Texas limited liability company, on behalf of such limited liability company.



Brenda G Bush
Notary Public in and for the State of Texas

My commission expires: 1-12-20

Trademark Security Agreement

**Schedule 1
to
Trademark Security Agreement**

Trademarks

TRADEMARK	TRADEMARK REG./APP NO.	NOTICE OF ALLOWANCE DATE
HUK	86217458	Jul 28, 2015
HUKNATION	86221622	Sep 16, 2014
PRODIGY FISHING	86271008	Feb 23, 2016