

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Promotions, Inc.		12/22/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation, as Agent		
Street Address:	1603 ORRINGTON AVENUE		
Internal Address:	SUITE 1005		
City:	EVANSTON		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3523810	CANYON OUTBACK LEATHER GOODS, INC.	
Registration Number:	2067480	READY REFERENCE BRAND	
Registration Number:	3012639	BEACON	
Serial Number:	86615874	LUMASTRONG	
Registration Number:	2098796	READY REFERENCE	
CORRESPONDENCE DATA			
Fax Number:	7043393470		
<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>			
Email:	ecampbell@robinsonbradshaw.com		
Correspondent Name:	Elizabeth Campbell		
Address Line 1:	101 N. Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Elizabeth Campbell		
SIGNATURE:	/Elizabeth Campbell/		
DATE SIGNED:	12/22/2016		
Total Attachments: 5			

OP \$140.00 3523810

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 22nd day of December, 2016, by Beacon Promotions, Inc., a Minnesota corporation (“Grantor”), in favor of Fidus Investment Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Senior Subordinated Credit Agreement dated as of March 23, 2016 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 23, 2016, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

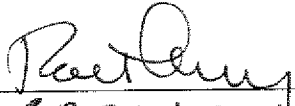
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]


Agreed and Accepted
As of the Date First Written Above

FIDUS INVESTMENT CORPORATION,
as Agent

By: 
Name: ROBERT LESLEY
Title: AUTHORIZED SIGNER

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	App. No./ App. Date	Reg. No. / Reg. Date	Status
CANYON OUTBACK LEATHER GOODS, INC.	77422219 14-MAR-2008	3523810 28-OCT-2008	Registered
READY REFERENCE 	74534220 6-JUN-1994	2067480 3-JUN-1997	Registered
READY REFERENCE	75069737 8-MAR-1996	2098796 23-SEP-1997	Registered
BEACON	76580749 12-MAR-2004	3012639 08-NOV-2005	Renewed (Registered)

TRADEMARK APPLICATIONS

Trademark Description	App. No./ App. Date	Reg. No. / Reg. Date	Status
LUMASTRONG	86615874 30-APR-2015	N/A	Published (Pending) Intent to Use