

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beacon Promotions, Inc.		12/22/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Direct Lending, LLC, as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3523810	CANYON OUTBACK LEATHER GOODS, INC.	
<b>Registration Number:</b>	2067480	READY REFERENCE BRAND	
<b>Registration Number:</b>	2098796	READY REFERENCE	
<b>Registration Number:</b>	3012639	BEACON	
<b>Serial Number:</b>	86615874	LUMASTRONG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	22283 / 016		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	12/22/2016		

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**Total Attachments: 4**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 22<sup>nd</sup> day of December, 2016, by Beacon Promotions, Inc., a Minnesota corporation (“Grantor”), in favor of Crescent Direct Lending, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain 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]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BEACON PROMOTIONS, INC.**

By: 

Name: Gabriel Wood

Title: Vice President and Secretary

Agreed and Accepted  
As of the Date First Written Above

**CRESCENT DIRECT LENDING, LLC,**  
as Agent

By: 

Name: Jake Garmey

Title: Managing Director


By: 

Name: Gia Heimlich

Title: Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CANYON OUTBACK LEATHER GOODS, INC.	3523810	28-OCT-2008
READY REFERENCE	2067480	3-JUN-1997
		
READY REFERENCE	2098796	23-SEP-1997
BEACON	3012639	08-NOV-2005

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
LUMASTRONG	86615874	30-APR-2015