# 5159010

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM442847

**SUBMISSION TYPE: NEW ASSIGNMENT** 

SECURITY INTEREST **NATURE OF CONVEYANCE:** 

### **CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type                          |
|-------------------------|----------|----------------|--------------------------------------|
| Patriot Outfitters, LLC |          | 09/12/2017     | Limited Liability Company:<br>KANSAS |

### **RECEIVING PARTY DATA**

| Name:           | Bank of Montreal, as Administrative Agent |  |  |
|-----------------|---|--|--|
| Street Address: | 111 West Monroe Street                    |  |  |
| City:           | Chicago                                   |  |  |
| State/Country:  | ILLINOIS                                  |  |  |
| Postal Code:    | 60603                                     |  |  |
| Entity Type:    | Chartered Bank: CANADA                    |  |  |

### **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark          |  |
|----------------------|---------|--------------------|--|
| Registration Number: | 5159010 | AMERICAN CRUSADER  |  |
| Registration Number: | 4332735 | PINK OPS           |  |
| Registration Number: | 3531045 | PATRIOT OUTFITTERS |  |

### **CORRESPONDENCE DATA**

Fax Number: 3125585700

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: (312) 558-6352

Email: mfoy@winston.com

Michelle Foy, Winston & Strawn LLP **Correspondent Name:** 

35 West Wacker Drive Address Line 1:

Address Line 2: **Suite 4200** 

Address Line 4: Chicago, ILLINOIS 60601-7903

| ATTORNEY DOCKET NUMBER: | 13757.19       |
|-------------------------|----------------|
| NAME OF SUBMITTER:      | Michelle Foy   |
| SIGNATURE:              | /Michelle Foy/ |
| DATE SIGNED:            | 09/12/2017     |

**Total Attachments: 3** 

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**TRADEMARK** REEL: 006152 FRAME: 0813

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TRADEMARK REEL: 006152 FRAME: 0814

### NOTICE OF GRANT OF A SECURITY INTEREST -- TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST -TRADEMARKS (this "Notice of Grant of a Security Interest Trademarks") is made as of September 12, 2017, by PATRIOT OUTFITTERS, LLC ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 28, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than intent-to-use trademark applications that constitute Excluded Property), together with, among other things, the goodwill of the business symbolized by the Trademarks, including as set forth on Schedule A hereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Notice of Grant of a Security Interest - Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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TRADEMARK REEL: 006152 FRAME: 0815 IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PATRIOT OUTFITTERS, LLC

Name: R. Michael Andrews, Jr.

Title: Chief Financial Officer, Treasurer

and Secretary

REEL: 006152 FRAME: 0816

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

| MARK                                 | COUNTRY          | SERIAL NO./<br>FILING DATE | REG. NO./<br>REG. DATE | INT'L<br>CLASSES | OWNER                         |
|--------------------------------------|------------------|----------------------------|------------------------|------------------|-------------------------------|
| AMERICAN CRUSADER  AMERICAN CRUSADER | UNITED<br>STATES | 86896152<br>03-FEB-2016    | 5159010<br>14-MAR-2017 | 8                | PATRIOT<br>OUTFITTERS,<br>LLC |
| PINK OPS PINK OPS                    | UNITED<br>STATES | 85536363<br>07-FEB-2012    | 4332735<br>07-MAY-2013 | 25               | PATRIOT<br>OUTFITTERS,<br>LLC |
| PATRIOT OUTFITTERS                   | UNITED<br>STATES | 78795989<br>20-JAN-2006    | 3531045<br>11-NOV-2008 | 18               | PATRIOT<br>OUTFITTERS,<br>LLC |

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TRADEMARK REEL: 006152 FRAME: 0817

**RECORDED: 09/12/2017**