

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kalmkomey Enterprises, LLC		08/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	300 South Wacker Drive		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4720152	REGISTER ED	
Registration Number:	4849135	BOWHUNTER ED	
Registration Number:	4849134	OFFROAD ED	
Registration Number:	4849133	SNOWMOBILE ED	
Registration Number:	3117999	TODAY'S BOWHUNTER	
Registration Number:	2850751	BOAT	
Registration Number:	2936017	BOAT ED	
Registration Number:	3221022	TODAY'S HUNTER	
Registration Number:	4966003	BOWHUNTER-ED	
Registration Number:	4952770	· REGISTER ED · FIND EVENTS · GET REGIST	
Registration Number:	4966004	SNOWMOBILE-ED	
Registration Number:	4961378	BOAT-ED	
Registration Number:	4966005	I LOST MY CARD	
Registration Number:	5074089	HANDGUN SAFETY COURSE	
Registration Number:	4966006	HUNTER-ED	
Registration Number:	4966007	OFFROAD-ED	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number:

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: 212.326.3661
Email: mkobb@jonesday.com
Correspondent Name: Michael Kobb
Address Line 1: 250 VESEY STREET
Address Line 4: NEW YORK,, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	576818-620004
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NAME OF SUBMITTER:	Michael Kobb
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SIGNATURE:	/Michael Kobb/
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DATE SIGNED:	10/02/2017
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Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS AND TRADEMARK APPLICATIONS)

August 4, 2017

WHEREAS, Kalkomey Enterprises, LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of August 4, 2017 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Grantor, Kalkomey Enterprises Canada Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Twin Brook Capital Partners, LLC, as agent for the Lenders (the "Agent");

WHEREAS, Grantor and Agent are party to the Trademark Security Agreement, dated as of December 24, 2015 by Grantor in favor of Agent (the "Existing Trademark Agreement") and the security interest granted thereunder was recorded at the U.S. Patent and Trademark Office on January 15, 2016, at Reel 5710 and Frame 0671; and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement, dated as of August 4, 2017 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Grantor, the other grantors party thereto and Twin Brook Capital Partners, LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by

Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is an amendment and restatement, and replacement, of the Existing Trademark Agreement, the terms and conditions of which are superseded in their entirety by the terms and conditions hereof. The amendment and restatement contained herein shall not, in any manner, be construed or constitute payment of, or impair, limit, cancel or extinguish the obligations, liabilities or indebtedness evidenced by or arising under the Existing Trademark Agreement, in each case, as amended and restated and in effect on the date hereof, or constitute a novation with respect thereto and the Liens and security interests securing such indebtedness and other obligations and liabilities, in each case, as amended and restated and in effect on the date hereof, shall not in any manner be impaired, limited, terminated, waived or released.

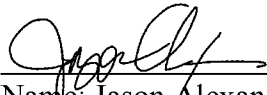
This Trademark Security Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

Kalkomey Enterprises, LLC

By: 
Name: Jason Alexander
Title: Chief Executive Officer

ACKNOWLEDGED:
as of the date first written above.

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Name: Drew Guyette
Title: Principal

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Country	Mark	Application No.	Registration No.
United States	REGISTER ED	86385632	4720152
United States	BOWHUNTER ED	86385661	4849135
United States	OFFROAD ED	86385644	4849134
United States	SNOWMOBILE ED	86385639	4849133
United States	TODAY'S BOWHUNTER	78375519	3117999
United States	BOAT	78187416	2850751
United States	BOAT ED	78187413	2936017
United States	TODAY'S HUNTER	76579822	3221022
United States	BOWHUNTER-ED	86565159	4966003
United States	· REGISTER ED · FIND EVENTS · GET REGISTERED	8656189	4952770
United States	SNOWMOBILE-ED	8656197	4966004
United States	BOAT-ED	86565213	4961378
United States	I LOST MY CARD	8656229	4966005
United States	HANDGUN SAFETY COURSE	86565241	5074089
United States	HUNTER-ED	86565272	4966006
United States	OFFROAD-ED	8656283	4966007