

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUNTERS SPECIALTIES, INC.		11/03/2017	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	1167933	CAMO COMPAC	
Registration Number:	1398670	H. S. STRUT	
Registration Number:	1863805	PRIMETIME	
Registration Number:	1877719	SCENTWICKS	
Registration Number:	2100582	HUNTER'S SPECIALTIES	
Registration Number:	1980511	BUNSAVER	
Registration Number:	2580547	SMELL INVISIBLE	
Registration Number:	2240808	TRUE TALKER	
Registration Number:	2454031	UNDERTAKER	
Registration Number:	2460494	SQUEEZE ME	
Registration Number:	2536782		
Registration Number:	2748935	VITA-RACK	
Registration Number:	3376909	HUNTER'S SPECIALTIES	
Registration Number:	3399099	BUTT OUT	
Registration Number:	2924424	THUNDER TWISTER	
Registration Number:	3136548	MAC DADDY	
Registration Number:	3095073	JOHNNY STEWART	
Registration Number:	3251687	PRIMETIME BUCKS	
Registration Number:	3251691	PRIMETIME BULLS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3251693	OPERATION PREDATOR
Registration Number:	3251695	CUTT'N & STRUTT'N
Registration Number:	3525316	INFINITY LATEX
Registration Number:	3506296	COYOTE HOOKER
Registration Number:	3525402	BULL HOOKER
Registration Number:	3579622	WAYNE CARLTON'S CALLS
Registration Number:	3634158	NO-MAR
Registration Number:	4067655	PRIMETIME
Registration Number:	3830245	SCENT WAFERS
Registration Number:	4272540	TEK 4
Registration Number:	3929998	VITA-RACK LICK SITE
Registration Number:	3941976	VITA-RACK GORGE
Registration Number:	3864250	RETRACT-A-DRAG
Registration Number:	3953734	STRUT
Registration Number:	4039502	SCENT-A-WAY
Registration Number:	4764791	TONE TROUGH
Registration Number:	3896684	I-KAM XTREME
Registration Number:	4227353	EXECUTIONER
Registration Number:	4227354	GALLOWS
Registration Number:	4227355	JURY
Registration Number:	4227356	BLOODHOUND
Registration Number:	4362049	THE STUFF OF LEGENDS
Registration Number:	4607123	JAKE SNOOD
Registration Number:	4566496	SPEED CAMO
Registration Number:	5056004	GRIM SPEAKER
Registration Number:	5056003	RACK STACK
Registration Number:	5070015	FISH-A-WAY
Registration Number:	5055841	SERIOUS HUNTING TOOLS
Registration Number:	5055926	JOHNNY STEWART WILDLIFE CALLS
Registration Number:	5065573	JOHNNY STEWART WILDLIFE CALLS
Registration Number:	5201288	CLEAN TREK
Registration Number:	5092738	MEGA HOOT
Registration Number:	5088006	BIO-STRIKE
Registration Number:	5087920	RACK-IT
Registration Number:	5087761	STRUT
Registration Number:	5261646	HS HUNTERS SPECIALTIES
Registration Number:	5087749	HS STRUT
Registration Number:	5261643	HUNTERS SPECIALTIES

Property Type	Number	Word Mark
Registration Number:	5087740	HS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	51375.042 Agmt Hunters
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/03/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 3, 2017 among the Grantor listed on the signature pages hereof (the “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and permitted assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of November 3, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among DO OUTDOORS, LLC, a Delaware limited liability company (“**Administrative Borrower**”), HS SPORTING PRODUCTS CORPORATION, a Delaware corporation (“**HS Sporting**”), HUNTERS SPECIALTIES, INC., an Iowa corporation (“**Hunters**”), BUCK BOMB PRODUCTS, LLC, a Delaware limited liability company (“**Buck Bomb**”), LEW’S BUYER, LLC, a Delaware limited liability company (“**Lew’s Buyer**”), STRIKE KING LURE COMPANY, LLC, a Delaware limited liability company (“**Strike King**”), together with the Do Outdoors, HS Sporting, Hunters, Buck Bomb and Lew’s Buyer, “**Borrowers**”, and individually, a “**Borrower**”), LEW’S INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor (as defined therein), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Borrowers or Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of November 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **"Trademark Collateral"**):

(a) all of such Grantor's Trademark registrations, Trademark applications (other than "intent to use" applications until a verified statement of use is filed and accepted with respect to such applications, to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of such "intent to use" United States trademark application under federal Law) and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of the other Credit Parties, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks constituting Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon the Grantor, its successors and permitted assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and permitted assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with

the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*) and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties agree to such terms.

11. FINANCING DOCUMENT. This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provision therein regarding Financing Documents.

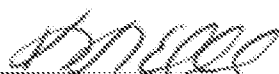
12. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the occurrence of the Termination Date (as defined in the Security Agreement), upon Administrative Borrower's request, Administrative Agent will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release, in accordance with Section 11 of the Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HUNTERS SPECIALTIES, INC.,
as a Grantor

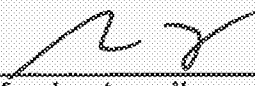
By: 
Name: Ken Eubanks
Title: President

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner




By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Trademark	Registration Number (Registration Date)
Hunters Specialties, Inc.	CAMO COMPAC	1167933 (September 8, 1981)
Hunters Specialties, Inc.	H. S. STRUT	1398670 (June 24, 1986)
Hunters Specialties, Inc.	PRIMETIME	1863805 (November 22, 1994)
Hunters Specialties, Inc.	SCENTWICKS	1877719 (February 7, 1995)
Hunters Specialties, Inc.	HUNTER'S SPECIALTIES	2100582 (September 30, 1997)
Hunters Specialties, Inc.	BUNSAVER	1980511 (June 18, 1996)
Hunters Specialties, Inc.	SMELL INVISIBLE	2580547 (June 18, 2002)
Hunters Specialties, Inc.	TRUE TALKER	2240808 (April 20, 1999)
Hunters Specialties, Inc.	UNDERTAKER	2454031 (May 22, 2001)
Hunters Specialties, Inc.	SQUEEZE ME	2460494 (June 12, 2001)
Hunters Specialties, Inc.	(illustrated drawing)	2536782 (February 5, 2002)
Hunters Specialties, Inc.	VITA-RACK	2748935 (August 5, 2003)
Hunters Specialties, Inc.	HUNTER'S SPECIALTIES	3376909 (February 5, 2008)
Hunters Specialties, Inc.	BUTT OUT	3399099 (March 18, 2008)
Hunters Specialties, Inc.	THUNDER TWISTER	2924424 (February 1, 2005)
Hunters Specialties, Inc.	MAC DADDY	3136548 (August 29, 2006)
Hunters Specialties, Inc.	JOHNNY STEWART	3095073 (May 23, 2006)
Hunters Specialties, Inc.	PRIMETIME BUCKS	3251687 (June 12, 2007)
Hunters Specialties, Inc.	PRIMETIME BULLS	3251691 (June 12, 2007)
Hunters Specialties, Inc.	OPERATION PREDATOR	3251693 (June 12, 2007)
Hunters Specialties, Inc.	CUTT'N & STRUTT'N	3251695 (June 12, 2007)

Grantor	Trademark	Registration Number (Registration Date)
Hunters Specialties, Inc.	INFINITY LATEX	3525316 (October 28, 2008)
Hunters Specialties, Inc.	COYOTE HOOKER	3506296 (September 23, 2008)
Hunters Specialties, Inc.	BULL HOOKER	3525402 (October 28, 2008)
Hunters Specialties, Inc.	WAYNE CARLTON'S CALLS	3579622 (February 24, 2009)
Hunters Specialties, Inc.	NO-MAR	3634158 (June 9, 2009)
Hunters Specialties, Inc.	PRIMETIME	4067655 (December 6, 2011)
Hunters Specialties, Inc.	SCENT WAFERS	3830245 (August 10, 2010)
Hunters Specialties, Inc.	TEK 4	4272540 (January 8, 2013)
Hunters Specialties, Inc.	VITA-RACK LICK SITE	3929998 (March 8, 2011)
Hunters Specialties, Inc.	VITA-RACK GORGE	3941976 (April 5, 2011)
Hunters Specialties, Inc.	RETRACT-A-DRAG	3864250 (October 19, 2010)
Hunters Specialties, Inc.	STRUT	3953734 (May 3, 2011)
Hunters Specialties, Inc.	SCENT-A-WAY	4039502 (October 11, 2011)
Hunters Specialties, Inc.	TONE TROUGH	4764791 (June 30, 2015)
Hunters Specialties, Inc.	I-KAM XTREME	3896684 (December 28, 2010)
Hunters Specialties, Inc.	EXECUTIONER	4227353 (October 16, 2012)
Hunters Specialties, Inc.	GALLOWS	4227354 (October 16, 2012)
Hunters Specialties, Inc.	JURY	4227355 (October 16, 2012)
Hunters Specialties, Inc.	BLOODHOUND	4227356 (October 16, 2012)
Hunters Specialties, Inc.	THE STUFF OF LEGENDS	4362049 (July 2, 2013)
Hunters Specialties, Inc.	JAKE SNOOD	4607123 (September 16, 2014)
Hunters Specialties, Inc.	SPEED CAMO	4566496 (July 15, 2014)
Hunters Specialties, Inc.	GRIM SPEAKER	5056004 (October 4, 2016)
Hunters Specialties, Inc.	RACK STACK	5056003 (October 4, 2016)
Hunters Specialties, Inc.	FISH-A-WAY	5070015 (October 25, 2016)

Grantor	Trademark	Registration Number (Registration Date)
Hunters Specialties, Inc.	SERIOUS HUNTING TOOLS	5055841 (October 4, 2016)
Hunters Specialties, Inc.	JOHNNY STEWART WILDLIFE CALLS (& design) (horz)	5055926 (October 4, 2016)
Hunters Specialties, Inc.	JOHNNY STEWART WILDLIFE CALLS (& design) (vert)	5065573 (October 28, 2016)
Hunters Specialties, Inc.	CLEAN TREK	5201288 (May 9, 2017)
Hunters Specialties, Inc.	MEGA HOOT	5092738 (November 29, 2016)
Hunters Specialties, Inc.	BIO-STRIKE	5088006 (November 22, 2016)
Hunters Specialties, Inc.	RACK-IT	5087920 (November 22, 2016)
Hunters Specialties, Inc.	STRUT	5087761 (November 22, 2016)
Hunters Specialties, Inc.	 HUNTERS SPECIALTIES	5261646 (August 8, 2017)
Hunters Specialties, Inc.	 STRUT	5087749 (November 22, 2016)
Hunters Specialties, Inc.	HUNTERS SPECIALTIES	5261643 (August 8, 2017)
Hunters Specialties, Inc.		5087740 (November 22, 2016)