

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brandt Information Services, LLC		03/12/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87791299	GO OUTDOORS FLORIDA	
<b>Serial Number:</b>	87791307	GO OUTDOORS FLORIDA	
<b>Serial Number:</b>	87791311	GO OUTDOORS TENNESSEE	
<b>Serial Number:</b>	87791315	GO OUTDOORS TENNESSEE	
<b>Serial Number:</b>	87791415	GO OUTDOORS GEORGIA	
<b>Serial Number:</b>	87791425	GO OUTDOORS GEORGIA	
<b>Serial Number:</b>	87791439	GO OUTDOORS VIRGINIA	
<b>Serial Number:</b>	87791453	GO OUTDOORS VIRGINIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-3939		
<b>Email:</b>	pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Kitt L. Jabbari		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	576818-620038		

CH \$215.00 87791299

<b>NAME OF SUBMITTER:</b>	Kitt El Jabbari
<b>SIGNATURE:</b>	/Kitt El Jabbari/
<b>DATE SIGNED:</b>	03/20/2018
<b>Total Attachments: 6</b> source=Trademark Security Agreement Executed#page1.tif source=Trademark Security Agreement Executed#page2.tif source=Trademark Security Agreement Executed#page3.tif source=Trademark Security Agreement Executed#page4.tif source=Trademark Security Agreement Executed#page5.tif source=Trademark Security Agreement Executed#page6.tif	

**TRADEMARK SECURITY AGREEMENT**  
**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Brandt Information Services, LLC, a Florida limited liability company (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 12, 2018 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), among Grantor, 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”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of March 12, 2018 (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 until a verified statement of use is filed and accepted with respect to such 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) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) 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 (i) 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 licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) 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 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]

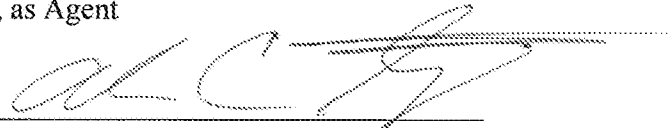
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12th day of March, 2018.

**BRANDT INFORMATION SERVICES, LLC**

By:   
Name: Richard Wise  
Title: President

**ACKNOWLEDGED:**  
as of the date first written above.

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

By: 

Name: Drew Guyette  
Title: Chief Credit Officer

[Signature Page to Trademark Security Agreement]





**TRADEMARK  
REEL: 006295 FRAME: 0010**

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

None.

**TRADEMARK APPLICATIONS**

Mark	App. Ser. No.	App. Date	Goods/Services
GO OUTDOORS FLORIDA	87791299	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses
	87791307	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses
GO OUTDOORS TENNESSEE	87791311	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses.
	87791315	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses.
GO OUTDOORS GEORGIA	87791415	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses
	87791425	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses
GO OUTDOORS VIRGINIA	87791439	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses.
	87791453	February 9, 2018	Class 41: Providing an Internet website portal featuring services for reserving, ordering, and renewing hunting and fishing licenses.

**TRADEMARK LICENSES**

None.