

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAURICE SPORTING GOODS LLC		12/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, AS ADMINISTRATIVE AGENT		
Street Address:	120 S. LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	1285361	BLACK BEAUTY	
Registration Number:	3586998	BLAZE	
Registration Number:	2956463	CALYPSO	
Registration Number:	2352062	CEDAR KEY	
Registration Number:	3700058	CELSIUS	
Registration Number:	5223671	CHARTER MARINE ACCESSORIES	
Registration Number:	3887569	COMPETITOR	
Registration Number:	3926538	CORDCRAFT	
Registration Number:	1934021	CRYSTAL RIVER	
Registration Number:	2038152	CRYSTAL RIVER	
Registration Number:	1669010	ECLIPSE	
Registration Number:	2257696	EXPLORER	
Registration Number:	2261686	FAMILY FISHING FUN	
Registration Number:	1524709	FATAL ATTRACTION	
Registration Number:	4142941	FIELDTEQ	
Registration Number:	4828417	HAZE	
Registration Number:	1808532	HURRICANE	
Registration Number:	2094449	INVISIBLE LEADER	
Registration Number:	2261142	KODIAC	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1705160	MICROLITE
Registration Number:	4447968	MUDVILLE CATMASTER
Registration Number:	4074470	N GAGE
Registration Number:	5125877	PROPEL PADDLE GEAR BY SHORELINE MARINE
Registration Number:	5205312	PROPEL PADDLE GEAR BY SHORELINE MARINE
Registration Number:	4342304	R2F
Registration Number:	2202287	RATTLESNAKE
Registration Number:	2324514	READY2FISH
Registration Number:	2416810	ROYAL COACHMAN
Registration Number:	4426730	SALTY BUCK
Registration Number:	4150605	SHORELINE MARINE
Registration Number:	4151691	SHORELINE MARINE
Registration Number:	3064875	SILVERLAKE
Registration Number:	1934913	SOUTH BEND
Registration Number:	3190665	SOUTH BEND
Registration Number:	3090603	TOTAL TACKLE
Registration Number:	2206337	TROPHY TAMER
Registration Number:	2692908	WALLEYES ONLY
Registration Number:	5329300	WORM GEAR
Registration Number:	4092308	ZON
Registration Number:	4305887	ZOO KIDS
Registration Number:	1150539	DANCO
Registration Number:	1171455	DANIELSON
Registration Number:	1926560	ENVIROQUEST
Registration Number:	2534848	ZING TAIL
Registration Number:	4540100	RIP-N ROLL
Registration Number:	2980537	SICKLE
Registration Number:	3909066	ZEN SERIES
Serial Number:	87411801	BLACK BEARD
Serial Number:	87072389	EGGAERATOR
Serial Number:	87411779	MUTINY
Registration Number:	848149	OUTDOORSMAN
Registration Number:	520150	SOUTH BEND

CORRESPONDENCE DATA

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339038-00106

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 06/13/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 29, 2017, by MAURICE SPORTING GOODS LLC ("Grantor"), in favor of CIBC BANK USA, as Administrative Agent for the Lenders ("Grantee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor has entered into that certain Loan and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Grantee and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to

allege use is submitted to and accepted by the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

MAURICE SPORTING GOODS LLC

By: 

Name: Keith W. Jaffee

Title: Chairman

TRADEMARK

REEL: 006352 FRAME: 0284

Acknowledged:

CIBC BANK USA, as Administrative Agent

By *[Signature]*

Name: *Debra H. Smith*

Title: *Managing Director*

Schedule 1
to
Trademark Security Agreement

Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
BLACK BEAUTY	US	1,285,361	7/10/1984
BLAZE	US	3,586,998	3/10/2009
CALYPSO	US	2,956,463	5/31/2005
CEDAR KEY and Design	US	2,352,062	5/23/2000
CELSIUS	US	3,700,058	10/20/2009
CHARTER MARINE ACCESSORIES	US	5,223,671	6/13/2017
COMPETITOR	US	3,887,569	12/7/2010
CORDCRAFT	US	3,926,538	3/1/2011
CRYSTAL RIVER	US	1,934,021	11/7/1995
CRYSTAL RIVER	US	2,038,152	2/18/1997
ECLIPSE	US	1,669,010	12/17/1991
EXPLORER	US	2,257,696	6/29/1999
FAMILY FISHING FUN	US	2,261,686	7/13/1999
FATAL ATTRACTION	US	1,524,709	2/14/1989
FIELDTEQ	US	4,142,941	5/15/2012
HAZE	US	4,828,417	10/6/2015
HURRICANE	US	1,808,532	11/30/1993
INVISIA-LEADER	US	2,094,449	9/9/1997
KODIAC	US	2,261,142	7/13/1999
MICROLITE	US	1,705,160	8/4/1992
MUDVILLE CATMASTER	US	4,447,968	12/10/2013
N GAGE	US	4,074,470	12/20/2011
OUTDOORSMAN	US	848,149	4/30/1968
PROPEL PADDLE GEAR BY SHORELINE MARINE	US	5,125,877	1/17/2017

Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
PROPEL PADDLE GEAR BY SHORELINE MARINE	US	5,205,312	5/16/2017
R2F	US	4,342,304	5/28/2013
RATTLESNAKE	US	2,202,287	11/3/1998
READY2FISH	US	2,324,514	2/29/2000
ROYAL COACHMAN	US	2,416,810	1/2/2001
SALTY BUCK	US	4,426,730	10/29/2013
SHORELINE MARINE	US	4,150,605	5/29/2012
SHORELINE MARINE	US	4,151,691	5/29/2012
SILVERLAKE	US	3,064,875	3/7/2006
SOUTH BEND	US	1,934,913	11/14/1995
SOUTH BEND	US	3,190,665	1/2/2007
SOUTH BEND (Stylized)	US	520,150	1/24/1950
TOTAL TACKLE	US	3,090,603	5/9/2006
TROPHY TAMER	US	2,206,337	12/1/1998
WALLEYES ONLY	US	2,692,908	3/4/2003
WORM GEAR	US	5,329,300	11/7/2017
ZON & Design	US	4,092,308	1/24/2012
ZOO KIDS	US	4,305,887	3/19/2013
BLACK BEARD	US	87/411801	4/14/2017
EGGAERATOR	US	87/072389	6/15/2016
MUTINY	US	87/411779	4/14/2017
DANCO	US	1,150,539	4/7/1981
DANIELSON	US	1,171,455	9/29/1981
ENVIROQUEST	US	1,926,560	10/10/1995
ZING TAIL	US	2,534,848	1/29/2002

Mark	Country	Application/ Registration Number	Date Filed/ Date Registered
RIP-N ROLL	US	4,540,100	5/27/2014
SICKLE	US	2,980,537	8/2/2005
ZEN SERIES	US	3,909,066	1/18/2011