

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marolina Outdoor Inc.		05/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87868713	HUK PERFORMANCE FISHING	
Serial Number:	87805826	NOMADOUTDOOR.COM	
Serial Number:	87805546	N	
Serial Number:	87688855	NOMAD	
Serial Number:	87693605	N NOMAD	
Serial Number:	87667846	N NOMAD	
Serial Number:	87597304	N NOMAD	
Serial Number:	87633293	HUK	
Serial Number:	87632238	HUK	
Serial Number:	87546674	HUK	
Serial Number:	87651894	HUK	
Serial Number:	86983204	HUK	
Serial Number:	86983178	HUK	
Serial Number:	86217458	HUK	
Serial Number:	86271008	PRODIGY FISHING	
Serial Number:	86294427	MONEY FISH	
Serial Number:	86894429	MONEY FISH	
CORRESPONDENCE DATA			

OP \$440.00 87868713

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.

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
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SIGNATURE:	/Gloria Sheehan/
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DATE SIGNED:	06/01/2018
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Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of May 31, 2018, is by MAROLINA OUTDOOR INC., a Delaware corporation ("Debtor"), having an office at 2265 Clements Ferry Road, Suite 209, Charleston, SC 29492, to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its participants, successors and assigns, "Lender"), having an office at 100 Park Avenue, 14th Floor, New York, NY 10017.

Recitals

A. Debtor and Lender are parties to a Credit Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Lender a Lien, in the Patents and in the Trademarks (other than Patents and Trademarks constituting Excluded Assets) (collectively, the "IP Collateral") to secure payment of the Obligations. As set forth in the Credit Agreement, the Lien is coupled with a security interest in the other Collateral of Debtor. This Agreement grants only the Lien herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority**. Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents that constitute IP Collateral owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to such Patents as of the date hereof.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks that constitute IP Collateral owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's business.

(d) **Reserved.**

(e) **Title.** To the extent owned by Debtor, Debtor has valid, subsisting and enforceable title to each item of IP Collateral listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) to the extent owned by Debtor, will have, at the time Debtor acquires any rights in IP Collateral hereafter arising, valid, subsisting and enforceable title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all IP Collateral free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the IP Collateral, or any interest therein, without Lender's prior written consent.

(g) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the IP Collateral against all claims or demands of all Persons other than those holding Permitted Liens, except to the extent the failure to protect and defend the IP Collateral could not reasonably be expected to cause a Material Adverse Effect.

(h) **Maintenance.** Debtor will at its own expense maintain the IP Collateral to the extent reasonably advisable in the determination of Debtor in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor, except to the extent the failure to maintain the IP Collateral could not reasonably be expected to cause a Material Adverse Effect. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any IP Collateral, nor fail to file any required affidavit or renewal in support thereof, in each case, except to the extent such abandonment or failure could not reasonably be expected to cause a Material Adverse Effect.

(i) **Lender's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Lender gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (f) or (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Debtor agrees to pay all costs and expenses of Lender as and to the extent required in accordance with Section 7.4 of the Credit Agreement.

(k) **Power of Attorney.** To facilitate Lender exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty), to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Lender to enforce or use the IP Collateral or to grant or issue any exclusive or non-exclusive license under the IP Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the IP Collateral to any third party. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the IP Collateral. Debtor shall be permitted to control and manage the IP Collateral, including the right to exclude others from making, using or selling items covered by the IP Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Reserved.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may, at its option, take any or all of the following actions, in accordance with the applicable IP Collateral:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the IP Collateral.

(c) Lender may enforce the IP Collateral, and if Lender shall commence any suit for such enforcement, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Intercreditor Agreements. Anything herein to the contrary notwithstanding, the Liens and security interests securing the Obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of lender hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern and control.

8. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Lien can be released, only explicitly in a writing signed by Lender and Debtor. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies.

(b) All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

(d) Lender shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the IP Collateral at all or in any particular manner or order, but shall apply any cash proceeds of the IP Collateral in accordance with Section 1.1(f) of the Credit Agreement.

(e) This Agreement shall be binding upon and inure to the benefit of Debtor and Lender and their respective participants, successors and assigns and shall take effect when signed by the parties hereto; provided that Debtor shall not assign or transfer its interests, rights, or obligations under this Agreement without Lender's prior written consent. Lender may sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Lender's rights and benefits under this Agreement and the other Loan Documents, in each case, to the extent expressly permitted to take such action by Section 7.6 of the Credit Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING
BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

MAROLINA OUTDOOR INC.

By: 

Name: Peter DeAngelo

Title: Chief Financial Officer

{Signature Page to Patent and Trademark Security Agreement}

TRADEMARK
REEL: 006375 FRAME: 0667

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: K Schame
Name: Kathryn Schame
Title: Authorized Signatory

EXHIBIT A

PATENTS

Patents:

Patent Application	Application/Serial Number	Priority Application / Priority Date
Ozone Dispersion System and Methods Thereof	15/819035	62/429,932 / December 5, 2016
		62/444,750 / January 10, 2017


Patent Licenses:

License Agreement by and between Kryptek Outdoor Group LLC and Marolina Outdoor Inc. dated as of December 1, 2014.

EXHIBIT B
TRADEMARKS

Trademarks:

Serial Number	Reg. Number	Mark	Goods
87868713		HUK PERFORMANCE FISHING	On-line retail store services, namely, featuring, apparel, footwear, floor mats, seat covers, steering wheel covers for performance fishing.
87805826		NOMADOUTDOOR.COM	On-line retail store services, namely, jackets, hats, beanies, vests, gaiters, gloves, t-shirts, basic layers, performance tees, pants for performance hunting.
87805546			Apparel, namely, jackets, bibs, t-shirts, pants, headwear in the field of hunting.
87688855		NOMAD	Entertainment media production services for the internet; Entertainment services in the nature of development, creation, production and post-production services of multimedia entertainment content; Entertainment services, namely, multimedia production services; Entertainment services, namely, the provision of continuing shows featuring reality and sports delivered by the Internet; Multimedia entertainment services in the nature of development, production and post-production services in the fields of video and films; Production and distribution of videos in the field of reality and sports, broadcast over the Internet; Video production services.
87693605		 NOMAD	Athletic pants; Beanies; Belts; Bib overalls for hunting; Button down shirts; Fleece pullovers; Footwear; Gaiters; Gloves; Hats; Headwear; Hoodies; Jackets; Long-sleeved shirts; Long underwear; Moisture-wicking sports pants; Moisture-wicking sports shirts; Outerwear, namely, moisture-wicking jackets; Overalls; Pants; Polo shirts; Rain jackets; Rain trousers; Shoes; Shorts; Socks; Sweatpants; Sweatshirts; T-shirts; Underwear; Vests; Visors being headwear; Waterproof jackets and pants; Bib overalls; Neck gaiters; On-line retail store services featuring a wide variety of sporting equipment and clothing.
87667846		 NOMAD	Filleting knives; Fishing knives; Hand tools, namely, knives; Hunting knives; Knife sharpeners; Knife sheaths; Knife sheaths of leather; Leather sheaths for knives; Pocket knives; Scaling knives; Sport knives; Whittling knives; Binoculars; Eyewear; Fitted seat covers for

Serial Number	Reg. Number	Mark	Goods
			<p>vehicles; License plate holders; Steering wheel covers; Gun cases; Gun and rifle cases; Decals; Decorative decals for vehicle windows; Stickers; Backpacks; Clothing for animals; Collars for animals; Duffel bags; Duffel bags for travel; Harnesses and saddlery; Leashes for animals; Luggage; Sport bags; Trunks; Umbrellas and parasols; Walking sticks; Wallets; Wheeled bags; Whips; All-purpose carrying bags; Travelling cases of leather; Beverageware; Cups; Drinking glasses; Drinking glasses, namely, tumblers; Growlers; Insulated carriers for food and beverages; Insulated containers for beverage cans for domestic use; Insulated containers for food or beverages; Insulated flasks; Insulated vacuum flasks; Insulating sleeve holder for beverage cups; Insulating sleeve holder for bottles; Insulating sleeve holders for beverage cans; Insulating flasks; Jugs; Mugs; Portable ice chests for food and beverages; Heat-insulated containers for beverages; Heat-insulated containers for household use; Heat-insulated vessels; Insulated containers for food or beverage for domestic use; Non-electric portable coolers; Non-electric portable beverage coolers; Portable coolers, non-electric; Reusable stainless steel water bottles sold empty; Thermal insulated wrap for cans to keep the contents cold or hot; Thermal insulated bags for food or beverages; Thermal insulated containers for food or beverages; Thermally insulated containers for food; Vacuum bottles; Hammocks; Rope ladders; Unfitted vehicle covers; Floor mats for vehicles; Archery bow cases; Archery equipment, namely, bow cases; Christmas tree stands; Hunting blinds.</p>
87597304			<p>Fitted seat covers for boats; steering wheel covers for boats; cardboard floor display units for merchandising products; decorative decals for vehicle windows; catalogs; banners.</p>
87633293		HUK	<p>Fitted seat covers for vehicles; Steering wheel covers; Decals; Athletic pants; Bathing suits; Beach cover-ups; Board shorts; Button down shirts; Clothing, namely, athletic sleeves; Fleece pullovers; Flip flops; Footwear; Gaiters; Hats; Headwear; Hoodies; Jackets; Long-sleeved shirts; Moisture-wicking sports pants; Moisture-wicking sports shirts; Outerwear, namely, moisture-wicking jackets; Overalls; Pants; Polo shirts; Rain jackets; Shoes; Shorts; Sweatpants; Sweatshirts; T-shirts; Tank tops; Underwear; Vests; Visors being headwear; Waterproof jackets and pants; Yoga pants; Bib overalls; Floor mats for vehicles; On-line retail store services featuring a variety of sporting equipment and clothing; Entertainment media</p>

Serial Number	Reg. Number	Mark	Goods
			production services for the internet; Entertainment services in the nature of development, creation, production and post-production services of multimedia entertainment content; Entertainment services, namely, multimedia production services; Entertainment services, namely, the provision of continuing shows featuring reality and sports delivered by the Internet; Multimedia entertainment services in the nature of development, production and post-production services in the fields of video and films; Production and distribution of videos in the field of reality and sports, broadcast over the Internet; Video production services.
87632238		HUK	Eye wear; Belts; Gloves; Hip-guards especially made for fishing; Socks; Fishing waders.
87546674		HUK	Fitted seat covers for boats and cars; steering wheel covers for boats and cars; shorts, bathing suits, underwear, pants, jackets, fishing bibs, fishing gaiters.
87651894		HUK	Portable coolers; portable ice chests for food and beverages; beverageware; cups; drinking glasses; drinking glasses, namely, tumblers; jugs; mugs; temperature retaining beverage vessels; vacuum container for hot or cold food and drink for domestic use; beer growlers; insulated food and drink containers; insulated sleeve holders for drinks; stainless steel drink holders; stainless steel drinking tumblers; stainless steel drinking glasses; stainless steel beverageware; insulating sleeve holder for beverage cups, bottles, and cans.
86983204		HUK	Artificial fishing bait; Artificial fishing worms; Fishing flies; Fishing floats; Fishing lines; Fishing lures; Fishing poles; Fishing reels; Fishing rods; Fishing tackle bags; Fishing tackle boxes; Fishing weights; Hand-held fishing nets; Spears for use in fishing; Sportsman's fishing bags.
86983178	5347095	HUK	Fishing shirts; Fishing vests; Headwear; T-shirts.
86217458		HUK	Fishing waders; Hip-guards especially made for fishing
86271008		PRODIGY FISHING	Outdoor apparel, namely, pants, shorts, fishing shirts, fishing vests, fishing waders, hip-guards especially made for fishing, sweaters, sweatshirts, footwear, headwear, hunting boots, hunting jackets, hunting pants, hunting shirts, hunting vests, bib overalls for hunting
86294427		MONEY FISH	Promotion, marketing and advertising of products about fishing; Provision of information concerning fishing over the internet, including wireless and mobile devices; entertainment services, namely, fishing information and

Serial Number	Reg. Number	Mark	Goods
			instruction, providing information about an ongoing television program in the field of fishing; educational services featuring instruction on fishing techniques; providing a website about fishing and fishing tournament activities through social media.
86894429		MONEY FISH	Entertainment services in the nature of a television program concerning fishing information, entertainment and instruction.

Trademark Licenses:

License Agreement by and between Kryptek Outdoor Group LLC and Marolina Outdoor Inc. dated as of December 1, 2014.

Trademark License Agreement between B.A.S.S., LLC and HUK Performance Fishing, dated October 6, 2015, for the period from January 1, 2016 through December 31, 2018.

License Agreement by and between National Wild Turkey Foundation (NWTF) and Marolina Outdoor, Inc. dated as of August 1, 2016.

Television Sponsorship Agreement by and between Marolina Outdoor, Inc. and Drury Marketing, Inc., dated October 4, 2016, for the period from January 1, 2017 through December 31, 2021.

Major League Fishing Sponsorship Agreement by and between Marolina Outdoor, Inc. and Major League Fishing, LLC, dated July 1 2015, for the period from July 1, 2015 through December 31, 2018.

License Agreement by and between Hass Outdoors, Inc. and Marolina Outdoor, Inc., dated February 1, 2017, for the period from February 1, 2017 through February 1, 2018.

Sponsorship Agreement between Marolina Outdoor, Inc., and Brandon Palaniuk and BMP Fishing, Inc., dated January 1, 2015.

Sponsorship Agreement between Marolina Outdoor, Inc., and Kevin Vandam and KVD, LLC, dated June [], 2014.

Professional Sponsorship Agreement by and between Marolina Outdoor, Inc. and SE Multimedia, LLC dated July [], 2016.

Sponsorship Agreement by and between Marolina Outdoor Inc., Skeet Reese and Skeet Reese Inc., dated July 25, 2014.

Sponsorship Agreement by and between Marolina Outdoor Inc., Gerald Swindle and [Swindle Inc.], dated September 22, 2014.

Sponsorship Agreement by and between Marolina Outdoor Inc., Gerald Swindle and [Swindle Inc.], dated September 22, 2014.

License Agreement by and between Marolina Outdoor Inc. and Truck Shields, LLC d/b/a Signature Products Group ("SPG"), dated April [], 2016, as amended February 17, 2017, May [] 2017, and December 28 2017, for the period from April [], 2016 through December 31, 2021.

Professional Sponsorship Agreement by and between Marolina Outdoor, Inc. and SE Multimedia, LLC dated July [], 2016.

Premium Partner Contract – NOMAD by and between NOMAD and Heartland Bowhunter, dated December 7, 2015, for the period from January 1, 2017 through December 31, 2018.

Authorization – Softgoods by and between Jordan Outdoor Enterprises, Ltd., and Marolina Outdoor, Inc., dated October 1, 2014.

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