

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Outdoors, LLC		07/20/2018	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree Street		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	an Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4313228	WATERFOWLER 365	
Registration Number:	4335628	OLD SCHOOL TIMBER	
Registration Number:	4079565	LADY DRAKE	
Registration Number:	4076322	D2D	
Registration Number:	4126330	DRAKE YOUNG GUNS HUNT CLUB	
Registration Number:	3949292		
Registration Number:	3949291	DRAKE'S MIGRATION NATION	
Registration Number:	2910816	MCALISTER	
Registration Number:	3802132	DURA-LITE	
Registration Number:	4024074	NON-TYPICAL GEAR	
Registration Number:	3557979	HOLLYWOOD	
Registration Number:	3561498	ROXANNE	
Registration Number:	2889658	DRAKE WATERFOWL	
Registration Number:	2868659		
Registration Number:	3493119	CASANOVA	
Registration Number:	3221135	RUTWEAR	
Registration Number:	3172892	TIME & MOTION	
Registration Number:	3172891	DOUBLE BEARDED	
TRADEMARK			

CH \$590.00 4313228

Property Type	Number	Word Mark
Registration Number:	3230260	
Registration Number:	3149234	OL' TOM
Registration Number:	3114629	EST EARLY SEASON TECHNOLOGY
Registration Number:	3085866	EST EARLY SEASON TECHNOLOGY
Registration Number:	2831526	MCALISTER

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D

Address Line 1: 303 Peachtree St. NE, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	07/24/2018

Total Attachments: 6

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of July 20, 2018, made by the undersigned (the "Company"), to and in favor of REGIONS BANK ("Lender"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (among other parties identified as "Borrowers" or other "Credit Parties" therein) and Lender (as it may be amended or modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lender proposes to make certain loans and/or grant certain other financial accommodations to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Lender a security interest in the property described therein as Collateral therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

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

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

- 2. As security for all of the Obligations, the Company hereby grants a security interest to the Lender in all of its right, title and interest in, to and under the following (collectively, the "Property"):
 - (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the

Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

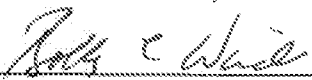
(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

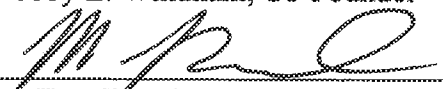
Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the security interest set forth above shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property 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.
4. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark not in existence on the date hereof, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule I to include any future Trademarks covered by Section 2 or by this Section 5.
6. The Company further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE JURISDICTION, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE JURISDICTION.

IN WITNESS WHEREOF, the Company hereto has caused this Agreement to be duly executed by its duly authorized officers under seal as of the date first above written.

ICON OUTDOORS, LLC [SEAL]

By: 
Bobby L. Windham, Co-Founder

By: 
M. Tate Wood, Co-Founder

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Owner	Mark	Jurisdiction(s) and Office Where Registered	Registration Number
Icon Outdoors, LLC	Waterfowler 365		4313228
Icon Outdoors, LLC	Old School Timber		4335628
Icon Outdoors, LLC	Lady Drake		4079565
Icon Outdoors, LLC	D2D		4076322
Icon Outdoors, LLC	Drake Young Guns Hunt Club		4126330
Icon Outdoors, LLC	Design (black triangle above which a duck is flying)		3949292
Icon Outdoors, LLC	Drake's Migration Nation		3949291
Icon Outdoors, LLC	McAlister		2910816
Icon Outdoors, LLC	Dura-Lite		3802132
Icon Outdoors, LLC	Non-Typical Gear		4024074
Icon Outdoors, LLC	Hollywood		3557979
Icon Outdoors, LLC	Roxanne		3561498
Icon Outdoors, LLC	Drake Waterfowl		2889658
Icon Outdoors, LLC	Design (profile of a duck head)		2888659
Icon Outdoors, LLC	Casanova		3493119
Icon Outdoors, LLC	Rutwear		3221135
Icon Outdoors, LLC	Time & Motion		3172892
Icon Outdoors, LLC	Double Bearded		3172891
Icon Outdoors, LLC	Design (turkey profile)		3230260
Icon Outdoors, LLC	OL' TOM		3149234
Icon Outdoors, LLC	EST EARLY SEASON TECHNOLOGY (& design)		3114629
Icon Outdoors, LLC	EST EARLY SEASON TECHNOLOGY		3085866
Icon Outdoors, LLC	MCALISTER		2831526

Licensed Marks

Mark	Name and Address of Licensor
None	

Subsidiaries (if any)

Mark	Jurisdiction(s) and Office Where Registered	Registration Number
None		

Licensed Marks

Mark	Name and Address of Licensor
None	

Owned Copyrights

Copyright	Jurisdiction(s) and Office Where Registered	Registration Number
None		

Licensed Copyrights

Copyright	Name and Address of Licensor
None	

Owned Copyrights

Copyright	Jurisdiction(s) and Office Where Registered	Registration Number
None		

Licensed Copyrights

Copyright	Name and Address of Licensor
None	

PENDING U.S. TRADEMARK APPLICATIONS

Name

Application Number