

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Outdoor Technology Group, LLC		01/08/2019	Limited Liability Company:
Mainstream Holdings, Inc.		01/08/2019	Corporation:

RECEIVING PARTY DATA

Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Banking Corporation: IRELAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2839765	BIG GAME
Registration Number:	5341034	BIG GAME
Registration Number:	3192383	BIG GAME TREESTANDS
Registration Number:	4321761	BLACK WIDOW
Registration Number:	4321764	BLACKWIDOW
Registration Number:	4615189	BRONZE
Registration Number:	4269529	EYECON
Registration Number:	4269532	EYECON TRAIL CAMERAS
Registration Number:	4657022	HAWK
Registration Number:	4668538	HUNT FROM ABOVE
Registration Number:	4339508	INVISI FLASH
Registration Number:	4417959	INVISI-FLASH
Registration Number:	4111038	MUDDY
Registration Number:	3516052	MUDDY OUTDOORS
Registration Number:	4607341	TRACKER
Registration Number:	4367058	XECUTE
Serial Number:	87771145	DENALI

CH \$440.00 2839765

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Alexandra S. Gecas
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	086703.129
NAME OF SUBMITTER:	Alexandra S. Gecas
SIGNATURE:	/Alexandra S. Gecas by trademarkny/
DATE SIGNED:	01/08/2019

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of January 8, 2019 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, GSM ACQUISITION HOLDCO, CORP., a Delaware corporation (“Holdings”), GSM ACQUISITION BUYER, INC., a Delaware corporation (the “Initial Borrower”), immediately upon consummation of the Holdco Merger (as defined in the Credit Agreement defined below), GSM INVESTMENT, INC., a Delaware corporation, immediately upon consummation of the Opcos Merger (as defined in the Credit Agreement defined below), GSM HOLDINGS, INC., a Delaware corporation (the “Company”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2018 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

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

OUTDOOR TECHNOLOGY GROUP, LLC,
MAINSTREAM HOLDINGS, INC., each as a Grantor

By: Owen M. Basham
Name: Owen M. Basham
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006519 FRAME: 0388




THE GOVERNOR AND COMPANY OF THE BANK
OF IRELAND,
as Agent



By: 
Name: Ed Boyle
Title: Managing Director

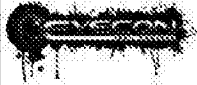
By: 
Name: Polina Gerasimova
Title: Vice President


SCHEDULE A

United States Trademark Registrations and Trademark Applications

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
UNITED STATES	BIG GAME and Design 	OUTDOOR TECHNOLOGY GROUP, LLC	76/500,075	03/24/2003	2,839,765	05/11/2004	REGISTERED	28 - sporting articles, namely, game hunting tree stands, tree seats, tree chairs, ladder stands, two-person ladder stands, combination ladder and platforms, gear hangers, blind kits comprised of a camo pattern enclosure, firearm automatic reset targets and spinner targets Date of first use 03/31/1977 Date of first use in commerce 03/31/1977
UNITED STATES	BIG GAME and Design 	OUTDOOR TECHNOLOGY GROUP, LLC	86/361,778	08/08/2014	5,341,034	11/21/2017	REGISTERED	28 - sporting articles, namely, game hunting tree stands, ladder stands, two-person ladder stands, combination ladder and platforms Date of first use 08/31/2016 Date of first use in commerce 08/31/2016
UNITED STATES	BIG GAME TREESTANDS and 	OUTDOOR TECHNOLOGY GROUP, LLC	78/743,396	10/31/2005	3,192,383	01/02/2007	REGISTERED	28 - sporting articles, namely,

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
	Design 	GY GROUP, LLC						game hunting tree stands, tree seats, tree chairs, ladder stands, two-person ladder stands, combination ladder and platforms Date of first use 01/00/1995 Date of first use in commerce 01/00/1995
UNITED STATES	BLACK WIDOW	OUTDOOR TECHNOLOGY GROUP, LLC	85/476,806	11/18/2011	4,321,761	04/16/2013	REGISTERED	09 - cameras Date of first use 04/15/2012 Date of first use in commerce 04/15/2012
UNITED STATES	BLACKWIDOW and Design 	OUTDOOR TECHNOLOGY GROUP, LLC	85/477,526	11/21/2011	4,321,764	04/16/2013	REGISTERED	09 - cameras Date of first use 04/15/2012 Date of first use in commerce 04/15/2012
UNITED STATES	BRONZE	OUTDOOR TECHNOLOGY GROUP, LLC	86/123,458	11/19/2013	4,615,189	09/30/2014	REGISTERED	28 - treestands for hunting Date of first use 05/15/2014 Date of first use in commerce 05/15/2014
UNITED STATES	DENALI	MAINSTREAM HOLDINGS, INC.	87/771,145	01/25/2018			PENDING	28 - hunting equipment, namely, treestands, pod stands and blind chairs Date of first use 09/00/2015 Date of first use in commerce 09/00/2015
UNITED STATES	EYECON	OUTDOOR TECHNOLOGY GROUP, LLC	85/477,545	11/21/2011	4,269,529	01/01/2013	REGISTERED	09 - trail cameras used

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
		GY GROUP, LLC						in hunting wild game Date of first use 04/15/2012 Date of first use in commerce 04/15/2012
UNITED STATES	EYECON TRAIL CAMERAS and Design 	OUTDOOR TECHNOLOGY GROUP, LLC	85/477,799	11/21/2011	4,269,532	01/01/2013	REGISTERED	09 - trail cameras used in hunting wild game Date of first use 04/15/2012 Date of first use in commerce 04/15/2012
UNITED STATES	HAWK	MAINSTREAM HOLDINGS, INC.	85/942,155	05/24/2013	4,657,022	12/16/2014	REGISTERED	09 - fall protection equipment for fall restraint and fall arrest, namely, a lifeline system to which a user is attached for protection against fall hazards, composed primarily of safety harnesses and climbing tree lifeline straps Date of first use 09/20/2013 Date of first use in commerce 09/20/2013 28 - hunting stands for use in trees; seats especially adapted for hunting stands for use in trees Date of first use

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
								09/20/2013 Date of first use in commerce 09/20/2013
UNITED STATES	HUNT FROM ABOVE	MAINSTREAM HOLDINGS, INC.	86/103,924	10/29/2013	4,668,538	01/06/2015	REGISTERED	09 - fall protection equipment for fall restraint and fall arrest, namely, a lifeline system to which a user is attached for protection against fall hazards, composed primarily of safety harnesses and climbing tree lifeline straps Date of first use 09/20/2013 Date of first use in commerce 09/20/2013 28 - hunting stands for use in trees; seats especially adapted for hunting stands for use in trees Date of first use 09/20/2013 Date of first use in commerce 09/20/2013
UNITED STATES	INVISI FLASH and Design 	OUTDOOR TECHNOLOGY GROUP, LLC	85/477,769	11/21/2011	4,339,508	05/21/2013	REGISTERED	09 - photographic flash units sold as an integral component of cameras Date of first use 04/15/2012

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
								Date of first use in commerce 04/15/2012
UNITED STATES	INVISI-FLASH	OUTDOOR TECHNOLOGY GROUP, LLC	85/855,533	02/20/2013	4,417,959	10/15/2013	REGISTERED	09 - photographic flash units sold as an integral component of cameras Date of first use 04/15/2012 Date of first use in commerce 04/15/2012
UNITED STATES	MUDDY	OUTDOOR TECHNOLOGY GROUP, LLC	85/230,432	01/31/2011	4,111,038	03/13/2012	REGISTERED	18 - harnesses Date of first use 07/31/2009 Date of first use in commerce 07/31/2009 28 - camouflage screens; hunting blinds; hunting stands and tree stands Date of first use 06/15/2010 Date of first use in commerce 06/15/2010
UNITED STATES	MUDDY OUTDOORS	OUTDOOR TECHNOLOGY GROUP, LLC	77/423,637	03/17/2008	3,516,052	10/14/2008	REGISTERED	35 - on-line retail store services featuring shirts, hats, rain gear, hunting bags, hunting vests, tree stands, harnesses, camera arms and accessories; retail shops featuring hunting

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
								equipment and accessories; retail stores featuring sporting goods Date of first use 01/01/2008 Date of first use in commerce 02/01/2008
UNITED STATES	TRACKER	OUTDOOR TECHNOLOGY GROUP, LLC	86/155,214	12/31/2013	4,607,341	09/16/2014	REGISTERED	28 - treestands for hunting Date of first use 06/16/2014 Date of first use in commerce 06/16/2014
UNITED STATES	XECUTE	OUTDOOR TECHNOLOGY GROUP, LLC	85/666,314	07/01/2012	4,367,058	07/16/2013	REGISTERED	03 - scent eliminating shampoo for use associated with hunting and outdoor recreation; scent eliminating laundry detergent for use associated with hunting and outdoor recreation; scent eliminating hair conditioner for use associated with hunting and outdoor recreation; scent eliminating shower wash in the nature of liquid soap for use associated with hunting and outdoor recreation Date of first use

Country	Mark With Image	Owner Name	App. No.	File Date	Reg. No.	Reg. Date	Status	Class(es)
								01/10/2012 Date of first use in commerce 01/10/2012 28 - scent eliminating sprays for use during hunting and outdoor recreation Date of first use 01/10/2012 Date of first use in commerce 01/10/2012