

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM531112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DO OUTDOORS, LLC		07/08/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4164673	AMERICAN HERO	
Registration Number:	4343702	CAT DADDY	
Registration Number:	5138793	CRANK BACK	
Registration Number:	5344078	CRUSH	
Registration Number:	5087764	DAVID FRITTS GET'R BACK	
Registration Number:	3865480	DO OUTDOORS	
Registration Number:	5298309	HYPERMAG	
Registration Number:	5633657	HYPERSONIC	
Registration Number:	5188071	HYPERSPEED	
Registration Number:	4929480	LADY ANGLER	
Registration Number:	4085325	LASER	
Registration Number:	5475615	LASER	
Registration Number:	3834772	LEW'S	
Registration Number:	5469553	LEW'S	
Registration Number:	5485324	LEW'S	
Registration Number:	5485326	LEW'S	
Registration Number:	5485325	LEW'S	
Registration Number:	5161172	MACH	
Registration Number:	5065468	MACH 1	
<b>TRADEMARK</b>			

CH \$1165.00 4164673

Property Type	Number	Word Mark
Registration Number:	4369479	MR. BASS
Registration Number:	4335930	MR. CATFISH
Registration Number:	4868267	MR. STRIPER
Registration Number:	4593276	MR. TROUT
Registration Number:	5347783	QUIETCAST
Registration Number:	5196420	SALT DADDY
Registration Number:	5168150	SPEED BRAKE
Registration Number:	4262295	SPEED CAST
Registration Number:	5168151	SPEED CLEANZ
Registration Number:	5025785	SPEED DIAL
Registration Number:	5561605	SPEED GEARS
Registration Number:	4861079	SPEED KEEPER
Registration Number:	4801244	SPEED LUBE
Registration Number:	3834775	SPEED SPIN
Registration Number:	4955473	SPEED SPOOL
Registration Number:	4065560	SPEED STICK
Registration Number:	4873609	SPORTSMANS FACTORY OUTLET
Registration Number:	4433824	SUPER DUTY
Registration Number:	3928717	TEAM LEW'S
Registration Number:	4942848	TROUT DADDY
Registration Number:	5347669	VALOR
Registration Number:	4801163	WE GO
Registration Number:	5168149	ZERO REVERSE
Serial Number:	87416952	COMBAT GRIP
Serial Number:	87929415	CUSTOM BLACK
Serial Number:	88039374	LEW'S
Serial Number:	87475289	SPEED SHEAR

#### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

*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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2021 McKinney Ave., Suite 2000

**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 27729-35160

<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	07/09/2019
<b>Total Attachments: 6</b> source=Project Barracuda - Trademark Security Agreement (Do Outdoors, LLC) (Executed) 245908749_1#page1.tif source=Project Barracuda - Trademark Security Agreement (Do Outdoors, LLC) (Executed) 245908749_1#page2.tif source=Project Barracuda - Trademark Security Agreement (Do Outdoors, LLC) (Executed) 245908749_1#page3.tif source=Project Barracuda - Trademark Security Agreement (Do Outdoors, LLC) (Executed) 245908749_1#page4.tif source=Project Barracuda - Trademark Security Agreement (Do Outdoors, LLC) (Executed) 245908749_1#page5.tif source=Project Barracuda - Trademark Security Agreement (Do Outdoors, LLC) (Executed) 245908749_1#page6.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of July 8, 2019 by and from DO OUTDOORS, LLC, a Delaware limited liability company (the “Grantor”), to and in favor of BANK OF AMERICA, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Lew’s Intermediate Holdings, LLC (the “Borrower”), Lew’s Holdings Corporation (“Holdings”), BDT Marlin Merger Corp. (“Merger Sub”), certain Subsidiaries of the Borrower from time to time party thereto as “Loan Guarantors”, the Lenders and the Grantee have entered into that certain Credit Agreement dated July 8, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the Borrower, Merger Sub, Holdings and certain other Loan Guarantors have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, the Grantor, the Borrower, Merger Sub, Holdings and certain other Loan Guarantors have entered into that certain Pledge and Security Agreement dated July 8, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantor, the Borrower, Merger Sub, Holdings, other Loan Guarantors and the Grantee.

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

(c) Notwithstanding anything to the contrary contained herein, the security interest created by the Confirmatory Grant shall not extend to Excluded Assets.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

DO OUTDOORS, LLC

By: 

Name: Todd Lindsey

Title: Chief Financial Officer

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Trademark</b>	<b>Jurisdiction Registration No. Application No.</b>	<b>Key Dates</b>	<b>Owner</b>
AMERICAN HERO	United States RN: 4164673 AN: 85473896	Filed: November 16, 2011 Registered: June 26, 2012	Do Outdoors, LLC
CAT DADDY	United States RN: 4343702 AN: 85562972	Filed: March 7, 2012 Registered: May 28, 2013	Do Outdoors, LLC
COMBAT GRIP	United States AN: 87416952	Filed: April 19, 2017	Do Outdoors, LLC
CRANK BACK	United States RN: 5138793 AN: 86858738	Filed: December 28, 2015 Registered: February 7, 2017	Do Outdoors, LLC
CRUSH	United States RN: 5344078 AN: 87159553	Filed: September 2, 2016 Registered: November 28, 2017	Do Outdoors, LLC
CUSTOM BLACK	United States AN: 87929415	Filed: May 21, 2018	Do Outdoors, LLC
DAVID FRITTS GET'R BACK	United States RN: 5087764 AN: 86710964	Filed: July 31, 2015 Registered: November 22, 2016	Do Outdoors, LLC
DO OUTDOORS	United States RN: 3865480 AN: 77778441	Filed: July 10, 2009 Registered: October 19, 2010	Do Outdoors, LLC
HYPERMAG	United States RN: 5298309 AN: 87315946	Filed: January 27, 2017 Registered: September 26, 2017	Do Outdoors, LLC
HYPERSONIC	United States RN: 5633657 AN: 87420378	Filed: April 21, 2017 Registered: December 18, 2018	Do Outdoors, LLC
HYPERSPEED	United States RN: 5188071 AN: 86963251	Filed: April 4, 2016 Registered: April 18, 2017	Do Outdoors, LLC
LADY ANGLER	United States RN: 4929480 AN: 86776392	Filed: October 2, 2015 Registered: March 29, 2016	Do Outdoors, LLC
LASER	United States RN: 4085325 AN: 85088588	Filed: July 20, 2010 Registered: January 10, 2012	Do Outdoors, LLC
LASER	United States RN: 5475615 AN: 87673373	Filed: November 6, 2017 Registered: May 22, 2018	Do Outdoors, LLC
LEW'S	United States RN: 3834772 AN: 77913502	Filed: January 16, 2010 Registered: August 17, 2010	Do Outdoors, LLC

<b>Trademark</b>	<b>Jurisdiction Registration No. Application No.</b>	<b>Key Dates</b>	<b>Owner</b>
LEW'S	United States RN: 5469553 AN: 87646823	Filed: October 16, 2017 Registered: May 15, 2018	Do Outdoors, LLC
LEW'S	United States RN: 5485324 AN: 87646833	Filed: October 16, 2017 Registered: June 5, 2018	Do Outdoors, LLC
LEW'S	United States RN: 5485326 AN: 87646853	Filed: October 16, 2017 Registered: June 5, 2018	Do Outdoors, LLC
LEW'S	United States RN: 5485325 AN: 87646841	Filed: October 16, 2017 Registered: June 5, 2018	Do Outdoors, LLC
LEW'S	United States AN: 88039374	Filed: July 16, 2018	Do Outdoors, LLC
MACH	United States RN: 5161172 AN: 87159531	Filed: September 2, 2016 Registered: March 14, 2017	Do Outdoors, LLC
MACH 1	United States RN: 5065468 AN: 86710891	Filed: July 31, 2015 Registered: October 18, 2016	Do Outdoors, LLC
MR. BASS	United States RN: 4369479 AN: 85531157	Filed: February 1, 2012 Registered: July 16, 2013	Do Outdoors, LLC
MR. CATFISH	United States RN: 4335930 AN: 85531104	Filed: February 1, 2012 Registered: May 14, 2013	Do Outdoors, LLC
MR. STRIPER	United States RN: 4868267 AN: 86487651	Filed: December 22, 2014 Registered: December 8, 2015	Do Outdoors, LLC
MR. TROUT	United States RN: 4593276 AN: 85531124	Filed: February 1, 2012 Registered: August 26, 2014	Do Outdoors, LLC
QUIETCAST	United States RN: 5347783 AN: 87315789	Filed: January 27, 2017 Registered: November 28, 2017	Do Outdoors, LLC
SALT DADDY	United States RN: 5196420 AN: 86774698	Filed: October 1, 2015 Registered: May 2, 2017	Do Outdoors, LLC
SPEED BRAKE	United States RN: 5168150 AN: 86961459	Filed: April 1, 2016 Registered: March 21, 2017	Do Outdoors, LLC
SPEED CAST	United States RN: 4262295 AN: 85429152	Filed: September 22, 2011 Registered: December 18, 2012	Do Outdoors, LLC
SPEED CLEANZ	United States RN: 5168151 AN: 86961487	Filed: April 1, 2016 Registered: March 21, 2017	Do Outdoors, LLC
SPEED DIAL	United States RN: 5025785 AN: 86840837	Filed: December 7, 2015 Registered: August 23, 2016	Do Outdoors, LLC



<b>Trademark</b>	<b>Jurisdiction Registration No. Application No.</b>	<b>Key Dates</b>	<b>Owner</b>
SPEED GEARS	United States RN: 5561605 AN: 87099326	Filed: July 11, 2016 Registered: September 11, 2018	Do Outdoors, LLC
SPEED KEEPER	United States RN: 4861079 AN: 86517871	Filed: January 29, 2015 Registered: November 24, 2015	Do Outdoors, LLC
SPEED LUBE	United States RN: 4801244 AN: 86487909	Filed: December 22, 2014 Registered: August 25, 2015	Do Outdoors, LLC
SPEED SHEAR	United States AN: 87475289	Filed: June 5, 2017 Registered: March 6, 2018	Do Outdoors, LLC
SPEED SPIN	United States RN: 3834775 AN: 77913515	Filed: January 16, 2010 Registered: August 17, 2010	Do Outdoors, LLC
SPEED SPOOL	United States RN: 4955473 AN: 86739172	Filed: August 27, 2015 Registered: May 10, 2016	Do Outdoors, LLC
SPEED STICK	United States RN: 4065560 AN: 85088565	Filed: July 20, 2010 Registered: December 6, 2011	Do Outdoors, LLC
SPORTSMANS FACTORY OUTLET	United States RN: 4873609 AN: 86615513	Filed: April 30, 2015 Registered: December 22, 2015	Do Outdoors, LLC
SUPER DUTY	United States RN: 4433824 AN: 85774767	Filed: November 8, 2012 Registered: November 12, 2013	Do Outdoors, LLC
TEAM LEW'S	United States RN: 3928717 AN: 85109431	Filed: August 17, 2010 Registered: March 8, 2011	Do Outdoors, LLC
TROUT DADDY	United States RN: 4942848 AN: 86615588	Filed: April 30, 2015 Registered: April 19, 2016	Do Outdoors, LLC
VALOR	United States RN: 5347669 AN: 87243829	Filed: November 21, 2016 Registered: November 28, 2017	Do Outdoors, LLC
WE GO	United States RN: 4801163 AN: 86424525	Filed: October 15, 2014 Registered: August 25, 2015	Do Outdoors, LLC
ZERO REVERSE	United States RN: 5168149 AN: 86961374	Filed: April 1, 2016 Registered: March 21, 2017	Do Outdoors, LLC