

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM531114

<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>
STRIKE KING LURE COMPANY, 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: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1925590	.38 SPECIAL	
Registration Number:	3856568	BITSY BUG	
Registration Number:	3635098	BUZZ KING	
Registration Number:	1847409	DIAMOND-SHAD	
Registration Number:	1888627	MIDNIGHT SPECIAL	
Registration Number:	1885106	MINI-KING	
Registration Number:	4771356	PERFECT SKIRT	
Registration Number:	2007263	PRO-BUZZ	
Registration Number:	3635010	PRO-MODEL	
Registration Number:	4787757	ROCKET SHAD	
Registration Number:	4310511	S	
Registration Number:	3576592	SCHAZAM PRODUCTIONS	
Registration Number:	3541451	SHADALICIOUS	
Registration Number:	4498483	STRIKE KING	
Registration Number:	4084089	STRIKE KING	
Registration Number:	4299416	STRIKE KING	
Registration Number:	1327249	STRIKE KING	
Registration Number:	5009008	TROUT MAGIC	

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**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

<b>ATTORNEY DOCKET NUMBER:</b>	27729-35160
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	07/09/2019

**Total Attachments: 5**source=Project Barracuda - Trademark Security Agreement (Strike King Lure Company, LLC) (Executed)  
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245908752\_1#page3.tifsource=Project Barracuda - Trademark Security Agreement (Strike King Lure Company, LLC) (Executed)  
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**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 STRIKE KING LURE COMPANY, 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.

STRIKE KING LURE COMPANY, 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>
.38 SPECIAL	United States RN: 1925590 AN: 74520547	Filed: May 6, 1994 Registered: October 10, 1995	Strike King Lure Company, LLC
BITSY BUG	United States RN: 3856568 AN: 77944558	Filed: February 25, 2010 Registered: October 5, 2010	Strike King Lure Company, LLC
BUZZ KING	United States RN: 3635098 AN: 77610281	Filed: November 7, 2008 Registered: June 9, 2009	Strike King Lure Company, LLC
DIAMOND-SHAD	United States RN: 1847409 AN: 74360110	Filed: February 18, 1993 Registered: July 26, 1994	Strike King Lure Company, LLC
MIDNIGHT SPECIAL	United States RN: 1888627 AN: 74520546	Filed: May 6, 1994 Registered: April 11, 1995	Strike King Lure Company, LLC
MINI-KING	United States RN: 1885106 AN: 74526398	Filed: May 19, 1994 Registered: March 21, 1995	Strike King Lure Company, LLC
PERFECT SKIRT	United States RN: 4771356 AN: 86256979	Filed: April 19, 2014 Registered: July 14, 2015	Strike King Lure Company, LLC
PRO-BUZZ	United States RN: 2007263 AN: 74693589	Filed: June 26, 1995 Registered: October 8, 1996	Strike King Lure Company, LLC
PRO-MODEL	United States RN: 3635010 AN: 77609216	Filed: November 6, 2008 Registered: June 9, 2009	Strike King Lure Company, LLC
ROCKET SHAD	United States RN: 4787757 AN: 77944567	Filed: February 25, 2010 Registered: August 11, 2015	Strike King Lure Company, LLC
S and Design 	United States RN: 4310511 AN: 85581057	Filed: March 27, 2012 Registered: March 26, 2013	Strike King Lure Company, LLC
SCHAZAM PRODUCTIONS	United States RN: 3576592 AN: 76629794	Filed: January 24, 2005 Registered: February 17, 2009	Strike King Lure Company, LLC
SHADALICIOUS	United States RN: 3541451 AN: 77325590	Filed: November 9, 2007 Registered: December 2, 2008	Strike King Lure Company, LLC

<b>Trademark</b>	<b>Jurisdiction Registration No. Application No.</b>	<b>Key Dates</b>	<b>Owner</b>
STRIKE KING	United States RN: 4498483 AN: 85395777	Filed: August 11, 2011 Registered: March 18, 2014	Strike King Lure Company, LLC
STRIKE KING	United States RN: 4084089 AN: 85395749	Filed: August 11, 2011 Registered: January 10, 2012	Strike King Lure Company, LLC
STRIKE KING	United States RN: 4299416 AN: 85978320	Filed: August 11, 2011 Registered: March 5, 2013	Strike King Lure Company, LLC
STRIKE KING	United States RN: 1327249 AN: 73495214	Filed: August 16, 1984 Registered: March 26, 1985	Strike King Lure Company, LLC
TROUT MAGIC	United States RN: 5009008 AN: 86599707	Filed: April 16, 2015 Registered: July 26, 2016	Strike King Lure Company, LLC