

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportsman's Guide, LLC		01/03/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 South 7th Street, 18th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5102937	HQ ISSUE	
Registration Number:	5686735	HUNTRITE	
Serial Number:	87393063	BALLISTICA	
Serial Number:	87392879	GUIDE GEAR	
Registration Number:	5776095	HQ ISSUE	
Registration Number:	5662122	BOLDERTON	
Serial Number:	87393078	WAKOTA RIDGE	
Serial Number:	87393039	RANCH GEAR	
Registration Number:	5776097	HQ ISSUE	
Serial Number:	87394777	CASTLECREEK	
Serial Number:	87394836	SAWTOOTH	
Serial Number:	87394903	IRONWOOD	
Serial Number:	87394189	G GUIDE GEAR	
Serial Number:	87394821	B BOLDERTON	
Serial Number:	87394805	S CASTLECREEK	
Serial Number:	87393022	SG	
Serial Number:	87980906	S CASTLECREEK	
Serial Number:	87400647	CROIXCOUNTY	
Registration Number:	5400691	WHITETAIL UNIVERSE	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88393912	BOLDERTON

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th Street, Suite 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	01/06/2020

Total Attachments: 5

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

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Supplemental Confirmatory Grant of Security Interest") is made effective as of January 3, 2020 by and from Sportsman's Guide, LLC, a Minnesota limited liability company (formerly a Minnesota corporation; the "Grantor"), to and in favor of Wells Fargo Bank, National Association (together with its successors and assigns, the "Lender"), for itself and for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Credit Agreement dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor guaranteed the repayment of the Secured Obligations (as defined in the Credit Agreement) pursuant to Article IX of the Credit Agreement (the "Guaranty").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted a security interest in substantially all of the Grantor's personal property as security for the Guaranty and the other Secured Obligations.

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in United States Trademarks dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Confirmatory Grant of Security Interest") which was recorded with the United States Patent and Trademark Office on April 13, 2015 as reel/frame no. 5496/0719.

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant of Security Interest, the Grantor owns the supplemental trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Confirmatory Grant of Security Interest is executed in conjunction with the security interest granted under each of the Security Agreement and the Existing Confirmatory Grant of Security Interest 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, the Existing Confirmatory Grant of Security Interest, and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Confirmatory Grant of Security Interest 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. Security Interest.

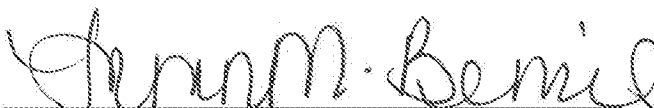
(a) This Supplemental Confirmatory Grant of Security Interest is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of each Loan Guarantor under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated 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 the Security Agreement, the Existing Confirmatory Grant of Security Interest and this Supplemental Confirmatory Grant of Security Interest.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

3. Governing Law. **THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF MINNESOTA.**

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

SPORTSMAN'S GUIDE, LLC

By: 
Name: Lynn M. Bemis
Title: Treasurer

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	Application No.	Date Filed	Registration No.	Registration Date
HQ Issue	86726257	8/16/2015	5102937	12/20/2016
Hunrite	87393068	3/30/2017	5686735	2/26/2019
Ballistica	87393063	3/30/2017		
Guide Gear (expansion-2016)	87392879	3/30/2017		
HQ Issue (expansion-2016)	87392891	3/30/2017	5776095	6/11/2019
Bolderton	87393060	3/30/2017	5662122	1/22/2019
Wakota Ridge	87393078	3/30/2017		
Ranch Gear	87393039	3/30/2017		
HQ Issue	87394216	3/30/2017	5776097	6/11/2019
Hunrite-Class 28	87393068	3/30/2017		
Castle Creek	87394777	3/31/2017		
Sawtooth	87394836	3/31/2017		
Ironwood	87394903	3/31/2017		
Guide Gear (Stylized and or Design) LOGO	87394189	3/31/2017		
HQ Issue (Stylized and Design)	87394216	3/31/2017		
Bolderton (Stylized and Design)	87394821	3/31/2017		

Title	Application No.	Date Filed	Registration No.	Registration Date
CastleCreek (Stylized and Design)	87394805	3/31/2017		
SG (Logo)	87393022	3/31/2017		
S CastleCreek	87980906	3/31/2017		
CroixCounty	87400647	4/6/2017		
Whitetail Universe	87523662	7/11/2017	5400691	2/13/2018
Bolderton (Class 22 & Class 25)	88393912	4/19/2019		

US.123835541.01