

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHEELS ALL SPORTS, INC.		09/18/2020	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Serial Number:	86322055	ANTIQUE 1902	
Serial Number:	85938977	BLAZE DAYS	
Serial Number:	86573739	DAKOTA HUNTER	
Serial Number:	77795261	DAKOTA HUNTER	
Serial Number:	86322024	DENIM DEN	
Serial Number:	86624644	EBISU	
Serial Number:	87943168	EDEN RUTH	
Serial Number:	88332465	EDEN RUTH	
Serial Number:	85955984	FOR THE LIFE OF ME	
Serial Number:	85964930	FOR THE LIFE OF ME	
Serial Number:	86602972	GINNA'S CAFE	
Serial Number:	86603057	GINNA'S CAFE	
Serial Number:	86142611	GRAMMA GINNA'S	
Serial Number:	77676684	GRAMMA GINNA'S	
Serial Number:	86142997	GRAMMA G'S SEASONING	
Serial Number:	86482574	HAMMER & NAIL	
Serial Number:	86049304	HAVOC	
Serial Number:	86049312	MAYHEM	
TRADEMARK			

CH \$1015.00 86322055

Property Type	Number	Word Mark
Serial Number:	86322013	MODE BLUE
Serial Number:	86661926	MY LIFE MY PASSION
Serial Number:	86485528	PARAGON HD
Serial Number:	85121991	PHEASANT MAX
Serial Number:	86847248	PHEASANT MAX
Serial Number:	86847251	PHEASANT MAX PLUS
Serial Number:	85938981	S
Serial Number:	88204158	SCHEELS
Serial Number:	78148790	SCHEELS
Serial Number:	85763645	SCHEELS
Serial Number:	78126130	SCHEELS ALL SPORTS
Serial Number:	78126171	SCHEELS ALL SPORTS
Serial Number:	85952575	SCHEELS BLAZE DAYS
Serial Number:	86154308	SCHEELS GEAR. PASSION. SPORTS.
Serial Number:	77858587	SCHEELS HOME & HARDWARE
Serial Number:	78150989	SCHEELS OUTFITTERS
Serial Number:	78150978	SCHEELS SPORTS OUTFITTERS SINCE 1902
Serial Number:	86374056	SEEDED & SEWN
Serial Number:	85558667	STEEL MAX
Serial Number:	86847245	STEELMAX
Serial Number:	87174680	TARGET MAX
Serial Number:	88198398	TARGET MAX

CORRESPONDENCE DATA

Fax Number: 6129778650

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: 6129778287

Email: enewby@taftlaw.com

Correspondent Name: Emma Newby

Address Line 1: 80 South 8th Street

Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 20351-00405

NAME OF SUBMITTER: Emma Newby

SIGNATURE: /Emma Newby/

DATE SIGNED: 09/22/2020

Total Attachments: 30

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of September 18, 2020, is made by and between SCHEELS ALL SPORTS, INC., a North Dakota corporation (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties.

WHEREAS, the Grantor, the Lenders from time to time party thereto and the Administrative Agent have entered into a certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement and not otherwise defined herein shall have the meaning assigned thereto in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Collateral Agreement dated as of even date herewith, made by and among the Grantor, certain Additional Grantors who may from time to time become party thereto, and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”).

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule 1;

(b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing;

(c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing;

(d) the right to sue for past, present or future infringements of any of the foregoing;

(e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world; and

(f) any agreement now or hereafter in existence providing for the grant by or to Grantor of any right to use any Trademark Collateral;

provided, that such security interest shall not extend to, and the term “Trademark Collateral” shall not include any of the following (collectively, the “Excluded Property”): any United States federal “intent to use” trademark applications to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under Applicable Law; provided that upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. Section 1060, such “intent to use” trademark application shall constitute Trademark Collateral. Notwithstanding the foregoing, the Excluded Property shall not include the proceeds, products, substitutions or replacements of any Excluded Property (except to the extent that such proceeds, products, substitutions or replacements shall themselves constitute Excluded Property).

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Collateral Agreement, and related Loan Documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of Minnesota.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.

SCHEELS ALL SPORTS, INC., as Grantor

By: 

Name: Michelle Killoran

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: GREGG GESS
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
ANTIQUE 1902	United States (Federal)	86322055	June 26, 2014	4691595	February 24, 2015	(Int'l Class: 25) clothing, namely, tops, shirts, t-shirts, long sleeve shirts, short sleeve shirts, tank tops and v-neck shirts
BLAZE DAYS	United States (Federal)	85938977	May 21, 2013	4581381	August 5, 2014	(Int'l Class: 35) retail store services featuring sporting goods, hardware, clothing and shoes

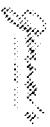
Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
DAKOTA HUNTER	United States (Federal)	86573739	March 23, 2015	4850317	November 10, 2015	(Int'l Class: 09) spotting scopes, rifle scopes, and binoculars
DAKOTA HUNTER and Design 	United States (Federal)	77795261	August 3, 2009	3840095	August 31, 2010	(Int'l Class: 09) spotting scopes, rifle scopes, and binoculars
DENIM DEN	United States (Federal)	86322024	June 26, 2014	4691594	February 24, 2015	(Int'l Class: 35) retail store services featuring denim and non-denim apparel, clothing, jeans, tops, dresses, purses, jewelry and athletic apparel


Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
EBISU	United States (Federal)	86624644	May 10, 2015	4957323	May 10, 2016	(Int'l Class: 28) fishing rods
EDEN RUTH	United States (Federal)	87943168	May 31, 2018			(Int'l Class: 25) Clothing, namely, jeans, denim jeans, crop pants, capri pants, capris, pants, dress pants, tank tops, tee-shirts, woven tops, knit tops and bralettes
EDEN RUTH	United States (Federal)	88332465	March 8, 2019			(Int'l Class: 14) jewelry, necklaces, bracelets, earrings

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						(Int'l Class: 18) all-purpose carrying bags, purses, handbags and wallets (Int'l Class: 25) scarves, headbands (Int'l Class: 26) hair accessories, namely, hair ties, hair scrunchies, hair coils, clips, bobby pins and barrettes
FOR THE LIFE OF ME	United States (Federal)	85955984	June 10, 2013	4594050	August 26, 2014	(Int'l Class: 41) providing a website featuring information in the fields of

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						sports, golfing, running, hunting, bow hunting, archery, baseball, biking, fishing, camping, and fitness exercises

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
FOR THE LIFE OF ME (Stylized) <small>FOR THE LIFE OF ME</small>	United States (Federal)	85964930	June 20, 2013	4594109	August 26, 2014	(Int'l Class: 41) providing a website featuring information in the fields of sports, golfing, running, hunting, bow hunting, archery, baseball, biking, fishing, camping, and fitness exercises; providing a website featuring blogs and non-downloadable publications, namely, articles in the fields of sports, golfing, running,


Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						hunting, bow hunting, archery, baseball, biking, fishing, camping, and fitness exercises
GINNA'S CAFE	United States (Federal)	86602972	April 20, 2015	4876054	December 22, 2015	(Int'l Class: 43) cafe and restaurant services
GINNA'S CAFE and Design	United States (Federal)	86603057	April 20, 2015	4876055	December 22, 2015	(Int'l Class: 43) cafe and restaurant services
						
GRAMMA GINNA'S	United States (Federal)	86142611	December 13, 2013	4680701	February 3, 2015	(Int'l Class: 43) cafe and

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						restaurant services
GRAMMA GINNA'S and Design 	United States (Federal)	77676684	February 24, 2009	3714491	November 24, 2009	(Int'l Class: 43) cafe and restaurant services
GRAMMA G'S SEASONING	United States (Federal)	86142997	December 13, 2013	4724786	April 21, 2015	(Int'l Class: 30) flavourings and seasonings
HAMMER & NAIL	United States (Federal)	86482574	December 16, 2014	5087188	November 22, 2016	(Int'l Class: 25) clothing, namely, pants, shorts, shirts, t-shirts and caps
HAVOC	United States (Federal)	86049304	August 27, 2013	4505428	April 1, 2014	(Int'l Class: 28) inflatable towable floats

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						for recreational use
MAYHEM	United States (Federal)	86049312	August 27, 2013	4505429	April 1, 2014	(Int'l Class: 28) inflatable towable floats for recreational use
MODE BLUE	United States (Federal)	86322013	June 26, 2014			(Int'l Class: 35) retail store services featuring apparel, clothing, jeans, tops, dresses, purses, jewelry and athletic apparel
MY LIFE MY PASSION	United States (Federal)	86661926	June 14, 2015	4934188	April 5, 2016	(Int'l Class: 35) retail store

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						services features sporting goods and equipment, fitness equipment, apparel and footwear; online retail store services features sporting goods and equipment, fitness equipment, apparel and footwear
PARAGON HD	United States (Federal)	86485528	December 18, 2014	4802848	September 1, 2015	(Int'l Class: 09) binoculars
PHEASANT MAX	United States (Federal)	85121991	September 2, 2010	3973353	June 7, 2011	(Int'l Class: 13) ammunition

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
PHEASANT MAX	United States (Federal)	86847248	December 12, 2015	5135527	February 7, 2017	(Int'l Class: 13) ammunition; shotshell ammunition; shotgun shells; shotgun cartridges
PHEASANT MAX PLUS	United States (Federal)	86847251	December 12, 2015	5135528	February 7, 2017	(Int'l Class: 13) ammunition; shotshell ammunition; shotgun shells; shotgun cartridges
S and Design	United States (Federal)	85938981	May 22, 2013	4581382	August 5, 2014	(Int'l Class: 35) retail store services featuring sporting goods,

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						hardware, clothing and shoes
SCHEELS	United States (Federal)	88204158	November 23, 2018	5825327	August 6, 2019	(Int'l Class: 35) Retail store and online retail store services featuring sporting goods and equipment, fitness equipment, hardware, apparel, headwear, footwear, fishing gear, hunting gear, outdoor gear, camping gear, hiking gear, food, seasonings, dog food, wildlife

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						feed, basketball equipment, hockey equipment, golf equipment, football equipment, baseball equipment, softball equipment, volleyball equipment, wrestling equipment, snowmobile equipment, hunting equipment, fishing equipment, camping equipment, golf equipment, sports equipment, weight training

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						equipment, bicycle equipment, bicycle tires, bicycle accessories, sports balls, basketballs, footballs, baseball bats, softball bats, baseball gloves, fishing apparel, hunting apparel, cycling apparel, hiking apparel, running apparel, golf apparel, volleyball apparel, softball apparel, cold weather apparel, clothing, caps,

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						hats, winter hats, pants, jeans, snow pants, belts, underwear, shorts, running shorts, jackets, rain jackets, sport jackets, winter jackets, ski jackets, parkas, coats, vests, shirts, sport shirts, T-shirts, tank tops, sports jerseys, sweaters, weighted vests, socks, swimwear, shoes, basketball shoes, running shoes, soccer cleats, golf shoes, boots,



Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						hiking boots, sandals, slippers, gloves, cold weather gloves, weight lifting gloves, backpacks, sport bags, duffle bags, tote bags, sleeping bags, hammocks, air mattresses, sports glasses, sunglasses, grills, portable grills, smokers, food dehydrators, food processing equipment, meat grinders, meat slicers, knives, knife sharpeners, cookware, animal feeders,


Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						electric generators, snow skis, snowboards, water skis, wakeboards, paddleboards, skateboards, inline skates, scooters, sleds, tents, chairs, coolers, bicycles, trekking poles, ice fishing equipment, fishing rods, fishing line, bobbers, fish locators, depth finders, ice augers, fishing rods, fishing reels, fishing tackle, tackle boxes, fishing lures, ice fishing


Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						shelters, minnow traps, rod holders, bait containers, bait buckets, bait organizers, bait for fish, golf clubs, golf balls, golf tees, guns, firearms, shotguns, handguns, rifles, black powder, rifle scopes, binoculars, hunting optics, gun accessories, gun safes, gun and rifle cases, rifle slings, gun rests, bipods for firearms, ammunition, shotshell ammunition,

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						shotgun shells, shotgun cartridges, ammunition for firearms; small arms ammunition, centerfire rifle cartridges, handgun ammunition, watches, smart watches, running watches, cameras, drones, headphones, headlamps, flashlights, spotlights, metal detectors, GPS units, card games, dartboards, yard games,

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						water bottles, mugs, body warmers, exercise machines, bows, arrows, broadheads, hunting blinds, tree stands, scent control, arrow quivers
SCHHEELS	United States (Federal)	78148790	July 30, 2002	2814941	February 17, 2004	(Int'l Class: 35) retail store services
						sporting goods, hardware, clothing and shoes
SCHHEELS (Stylized)	United States (Federal)	85763645	October 25, 2012	4360681	July 2, 2013	(Int'l Class: 35) retail store services

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						features sporting goods, hardware, clothing and shoes
SCHEELS ALL SPORTS	United States (Federal)	78126130	May 3, 2002	2771593	October 7, 2003	(Int'l Class: 35) retail store services featuring sporting goods, hardware, clothing and shoes
SCHEELS ALL SPORTS and Design 	United States (Federal)	78126171	May 3, 2002	2773556	October 14, 2003	(Int'l Class: 35) retail store services featuring sporting goods, hardware, clothing and shoes

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
 SCHEELS BLAZE DAYS and Design	United States (Federal)	85952575	June 6, 2013	4585686	August 12, 2014	(Int'l Class: 35) retail store services featuring sporting goods, hardware, clothing and shoes
SCHEELS GEAR. PASSION. SPORTS.	United States (Federal)	86154308	December 30, 2013	4584017	August 12, 2014	(Int'l Class: 35) retail store services featuring sporting goods and equipment, fitness equipment, apparel and footwear; online retail store services featuring sporting goods

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
						and equipment, fitness equipment, apparel and footwear
SCHEELS HOME & HARDWARE (Stylized) 	United States (Federal)	77858587	October 27, 2009	3852577	September 28, 2010	(Int'l Class: 35) retail store services featuring hardware, clothing, home interior decorations, barbecue equipment, and small engines (Int'l Class: 42) interior decoration consulting
SCHEELS OUTFITTERS	United States (Federal)	78150989	August 5, 2002	2791195	December 9, 2003	(Int'l Class: 35) retail store

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
<p>SCHIELS SPORTS OUTFITTERS SINCE 1902 and Design</p> 	United States (Federal)	78150978	August 5, 2002	2791194	December 9, 2003	(Int'l Class: 35) retail store services featuring sporting goods, clothing, cutlery and optics equipment
<p>SEEDED & SEWN</p>	United States (Federal)	86374056	August 21, 2014	5069172	October 25, 2016	(Int'l Class: 25) clothing, namely, shirts, t-shirts, tank tops, pants, and jeans

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
STEEL MAX	United States (Federal)	85558667	March 2, 2012	4247481	November 20, 2012	(Int'l Class: 13) ammunition
STEELMAX	United States (Federal)	86847245	December 12, 2015	5149060	February 28, 2017	(Int'l Class: 13) ammunition; shotshell ammunition; shotgun shells; shotgun cartridges
TARGET MAX	United States (Federal)	87174680	September 17, 2016	5233988	June 27, 2017	(Int'l Class: 13) ammunition; shotshell ammunition; shotgun shells; shotgun cartridges

Mark/Name	Country/Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Full Goods/Services
TARGET MAX	United States (Federal)	88198398	November 18, 2018	5886908	October 15, 2019	(Int'l Class: 13) ammunition; shotshell ammunition; shotgun shells; shotgun cartridges; Ammunition for firearms; Small arms ammunition; centerfire rifle cartridges; handgun ammunition