

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DO OUTDOORS, LLC		02/11/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	Attention: Agency Group 600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	4164673	AMERICAN HERO	
Registration Number:	4343702	CAT DADDY	
Registration Number:	5909794	CLASSIC PRO	
Registration Number:	5740370	COMBAT GRIP	
Registration Number:	5974074	COMFORTTOUCH	
Registration Number:	5138793	CRANK BACK	
Registration Number:	5344078	CRUSH	
Registration Number:	6170356	CT-1	
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:	5909793	HYPERSPEED	
Registration Number:	4929480	LADY ANGLER	
Registration Number:	4085325	LASER	
Registration Number:	5475615	LASER	
Registration Number:	3834772	LEW'S	
Registration Number:	5485325	LEW'S	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5485324	LEW'S
Registration Number:	5469553	LEW'S
Registration Number:	5485326	LEW'S
Registration Number:	5643637	LEW'S
Registration Number:	5161172	MACH
Registration Number:	5065468	MACH 1
Registration Number:	6054137	MACH SMASH
Registration Number:	4335930	MR. CATFISH
Registration Number:	4868267	MR. STRIPER
Registration Number:	4593276	MR. TROUT
Registration Number:	6181380	P2 SUPER PINION
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:	87475289	SPEED SHEAR

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: 212-728-8000

Email: ipdept@willkie.com

Correspondent Name: Spencer Simon

Address Line 1: 787 Seventh Avenue

TRADEMARK

REEL: 007191 FRAME: 0298

Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	127790.00001
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	02/12/2021
Total Attachments: 6 source=Zander - Trademark Security Agreement (Do Outdoors LLC) Executed#page1.tif source=Zander - Trademark Security Agreement (Do Outdoors LLC) Executed#page2.tif source=Zander - Trademark Security Agreement (Do Outdoors LLC) Executed#page3.tif source=Zander - Trademark Security Agreement (Do Outdoors LLC) Executed#page4.tif source=Zander - Trademark Security Agreement (Do Outdoors LLC) Executed#page5.tif source=Zander - Trademark Security Agreement (Do Outdoors LLC) Executed#page6.tif	

Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 11, 2021 (this “**Notice**”), made by DO OUTDOORS, LLC, a Delaware limited liability company (the “**Pledgor**”), in favor of UBS AG, STAMFORD BRANCH, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of February 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among RATHER OUTDOORS CORPORATION, a Delaware corporation (“**Holdings**”), LEW’S INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), each Subsidiary of the Borrower from time to time party thereto and UBS AG, STAMFORD BRANCH, as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “**Trademark Collateral**”): all Trademarks in the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR

TERMINATION HEREOF AND THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 AND SECTION 51402).


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

DO OUTDOORS, LLC


By: 
Name: Theodore A. Schulz
Title: Chief Financial Officer

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name: Anthony Joseph
Associate Director

Title: _____

By: 

Name: Houssein Daly
Associate Director

Title: _____

Trademarks and Trademark Applications Owned by Do Outdoors, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
AMERICAN HERO	4,164,673	6/26/2012
CAT DADDY	4,343,702	5/28/2013
CLASSIC PRO	5,909,794	11/12/2019
COMBAT GRIP	5,740,370	4/30/2019
COMFORTTOUCH	5,974,074	1/28/2020
CRANK BACK	5,138,793	2/7/2017
CRUSH	5,344,078	11/28/2017
CT-1	6,170,356	10/6/2020
DAVID FRITTS GET'R BACK	5,087,764	11/22/2016
DO OUTDOORS	3,865,480	10/19/2010
HYPERMAG	5,298,309	9/26/2017
HYPERSONIC	5,633,657	12/18/2018
HYPERSPEED	5,188,071	4/18/2017
HYPERSPEED	5,909,793	11/12/2019
LADY ANGLER	4,929,480	3/29/2016
LASER	4,085,325	1/10/2012
LASER	5,475,615	5/22/2018
LEW'S	3,834,772	8/17/2010
LEW'S	5,485,325	6/5/2018
LEW'S	5,485,324	6/5/2018
LEW'S	5,469,553	5/15/2018
LEW'S	5,485,326	6/5/2018
LEW'S	5,643,637	1/1/2019
MACH	5,161,172	3/14/2017
MACH 1	5,065,468	10/18/2016
MACH SMASH	6,054,137	5/12/2020
MR. CATFISH	4,335,930	5/14/2013
MR. STRIPER	4,868,267	12/8/2015
MR. TROUT	4,593,276	8/26/2014
P2 SUPER PINION	6,181,380	10/20/2020
QUIETCAST	5,347,783	11/28/2017
SALT DADDY	5,196,420	5/2/2017
SPEED BRAKE	5,168,150	3/21/2017
SPEED CAST	4,262,295	12/18/2012
SPEED CLEANZ	5,168,151	3/21/2017
SPEED DIAL	5,025,785	8/23/2016
SPEED GEARS	5,561,605	9/11/2018
SPEED KEEPER	4,861,079	11/24/2015
SPEED LUBE	4,801,244	8/25/2015
SPEED SPIN	3,834,775	8/17/2010

SPEED SPOOL	4,955,473	5/10/2016
SPEED STICK	4,065,560	12/6/2011
SPORTSMAN FACTORY OUTLET	4,873,609	12/22/2015
SUPER DUTY	4,433,824	11/12/2013
TEAM LEW'S	3,928,717	3/8/2011
TROUT DADDY	4,942,848	4/19/2016
VALOR	5,347,669	11/28/2017
WE GO	4,801,163	8/25/2015
ZERO REVERSE	5,168,149	3/21/2017

U.S. Trademark Applications

Mark	Application No.	Application Date
SPEED SHEAR	87/475,289	6/5/2017