

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRIKE KING LURE COMPANY, 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: 18			
Property Type	Number	Word Mark	
Registration Number:	1925590	.38 SPECIAL	
Registration Number:	3856568	BITSY BUG	
Registration Number:	3635098	BUZZ KING	
Registration Number:	1847409	DIAMOND-SHAD	
Registration Number:	6134041	MEGA DAWG	
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:	3541451	SHADALICIOUS	
Registration Number:	1327249	STRIKE KING	
Registration Number:	4498483	STRIKE KING	
Registration Number:	4084089	STRIKE KING	
Registration Number:	4299416	STRIKE KING	
Registration Number:	5009008	TROUT MAGIC	

CH \$465.00 1925590

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**Address Line 4:** New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	127790.00001
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NAME OF SUBMITTER:	Spencer Simon
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SIGNATURE:	/Spencer Simon/
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DATE SIGNED:	02/12/2021
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Total Attachments: 5

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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 STRIKE KING LURE COMPANY, 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.


STRIKE KING LURE COMPANY, LLC

By: 

Name: Theodore A. Schulz

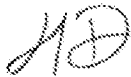
Title: Chief Financial Officer

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name: Anthony Joseph
Associate Director

Title: _____

By: 

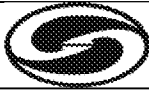
Name: Houssein Daly
Associate Director

Title: _____

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks and Trademark Applications Owned by Strike King Lure Company, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
.38 SPECIAL	1,925,590	10/10/1995
BITSY BUG	3,856,568	10/5/2010
BUZZ KING	3,635,098	6/9/2009
DIAMOND-SHAD	1,847,409	7/26/1994
MEGA DAWG	6,134,041	8/25/2020
MIDNIGHT SPECIAL	1,888,627	4/11/1995
MINI-KING	1,885,106	3/21/1995
PERFECT SKIRT	4,771,356	7/14/2015
PRO BUZZ	2,007,263	10/8/1996
PRO-MODEL	3,635,010	6/9/2009
ROCKET SHAD	4,787,757	8/11/2015
	4,310,511	3/26/2013
SHADALICIOUS	3,541,451	12/2/2008
STRIKE KING	1,327,249	3/26/1985
STRIKE KING	4,498,483	3/18/2014
STRIKE KING	4,084,089	1/10/2012
STRIKE KING	4,299,416	3/5/2013
TROUT MAGIC	5,009,008	7/26/2016

U.S. Trademark Applications

Mark	Application No.	Application Date
PRIMAL	88/955,372	6/9/2020