

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildgame National, L.L.C.		04/16/2021	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3987101	WILDGAME NATION	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<i>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.</i>			
Phone:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	08/23/2021		
Total Attachments: 19			
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TRADEMARK SECURITY AGREEMENT

**TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

April 16, 2021

WHEREAS, each undersigned grantor (the “Grantors”), owns one or more of the Trademarks listed on Schedule 1 annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of November 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among, inter alia, GSM Acquisition Corp., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Alter Domus (US) LLC, as administrative agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Second Lien Guarantee and Collateral Agreement dated as of November 16, 2020 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among each Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), such Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

- (i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License, if any, identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS:

WILDGAME INNOVATIONS, L.L.C.

By: 

Name: John Warner

Title: Vice President

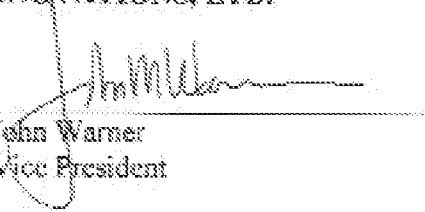
{Signature Page to Trademark Security Agreement}

WGI INNOVATIONS, LTD.

By:

Name: John Warner

Title: Vice President

A handwritten signature in black ink, appearing to read "John Warner", is written over a horizontal dotted line. The signature is fluid and cursive.

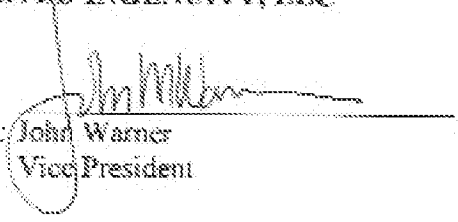
[Signature Page to Trademark Security Agreement]

EVOLVED INGENUITY, LLC

By:

Name: John Warner

Title: Vice President

A handwritten signature in black ink, appearing to read "John Warner", is written over a horizontal line. A vertical line extends upwards from the signature area towards the company name.

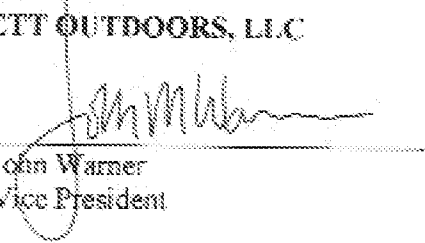
[Signature Page to Trademark Security Agreement]

BARNETT OUTDOORS, LLC

By:

Name: John Warner

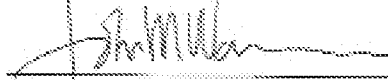
Title: Vice President

A handwritten signature in black ink, appearing to read "John Warner", is written over a horizontal line. The signature is fluid and cursive.

[Signature Page to Trademark Security Agreement]

WILDGAME NATION, L.L.C.

By:



Name: John Warner

Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

ALTER DOMUS (US) LLC, as Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007401 FRAME: 0010

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND

TRADEMARK APPLICATIONS

See attachment.






TRADEMARK LICENSES

None.

U.S. TRADEMARKS


	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Owner
1.	ACORN RAGE DROP N BLOCK	85/075970 07/01/2010	3908121 01/18/2011	Wildgame Innovations, LLC
2.	ACORN RAGE JUICED	85/075996 07/01/2010	3904463 01/11/2011	Wildgame Innovations, LLC
3.	AXE	85/768115 10/31/2012	4795579 08/18/2015	WGI Innovations, Ltd.
4.	BLACKSPUR	86/219092 03/12/2014	4705200 03/17/2015	Barnett Outdoors, LLC
5.	BUCKBRAN FEEDER FRENZY	85/075954 07/01/2010	3904462 01/11/2011	Wildgame Innovations, LLC
6.	CROSSWIRE	77/865988 11/05/2009	3884148 11/30/2010	Barnett Outdoors, LLC
7.	EDGE RELEAF	76/484773 01/21/2003	2836103 04/27/2004	Evolved Ingenuity, LLC
8.	EDRENALINE	85/776130 11/09/2012	4795583 08/18/2015	WGI Innovations, Ltd.
9.	FIELDHOUSE	76/381897 03/15/2002	2677551 01/21/2003	Evolved Ingenuity, LLC
10.	FLEXTONE LIGHTNING CROW	85/965013 06/20/2013	4606696 09/16/2014	Wildgame Innovations, LLC
11.	FLEXTONE LIGHTNING OWL	85/965018 06/20/2013	4606697 09/16/2014	Wildgame Innovations, LLC
12.	FROM THE GROUP UP	76/374745 02/25/2002	2635255 10/15/2005	Evolved Ingenuity, LLC
13.	GRASSROOTS	86/487744 12/22/2014	4942395 04/19/2016	Evolved Ingenuity, LLC

14.	GREENS N-RAGED JUICED	85/076021 07/01/2010	3904464 01/11/2011	Wildgame Innovations, LLC
15.	HAIL MARY	85/650017 06/12/2012	4716787 04/07/2015	Wildgame Innovations, LLC
16.	HYDE	86/020652 07/26/2013	4756584 06/16/2015	Evolved Ingenuity, LLC
17.	ILLUSION	85/983492 02/18/2013	4782483 07/28/2015	WGI Innovations, Ltd.
18.	ONESIXONE	86/774684 10/01/2015	5130025 01/24/2017	Barnett Outdoors, LLC
19.	PENTHOUSE	76/379247 03/08/2002	2674742 01/14/2003	Evolved Ingenuity, LLC
20.	RUBLINE FOAM	86/130066 11/26/2013	4646542 11/25/2014	Wildgame Innovations, LLC
21.	SNOW TANGLE	75/751947 07/15/1999	2840495 05/11/2004	Evolved Ingenuity, LLC
22.	STURDY STEED BARN BLOCKS	86/029797 08/06/2013	4598682 09/02/2014	Wildgame Innovations, LLC
23.	TANGLE	75/751946 07/15/1999	2871934 08/10/2004	Evolved Ingenuity, LLC
24.	TRUBARK	86/505869 01/16/2015	4952465 05/03/2016	WGI Innovations, Ltd.
25.	TRUBARK	86/155564 12/31/2013	4978456 06/14/2016	WGI Innovations, Ltd.
26.	VENGEANCE	86/390556 09/10/2014	5087113 11/22/2016	WGI Innovations, Ltd.
27.	WHITETAIL HUNTER	86/757258 09/15/2015	4966613 05/24/2016	Barnett Outdoors, LLC
28.	WILD ESTRUS BOMB	86/101296 10/25/2013	4713420 03/31/2015	Wildgame Innovations, LLC

29.	WILDGAME NATION	85/074688 06/30/2010	3987101 06/28/2011	Wildgame Nation, L.L.C.
30.	XRAY	85/880428 03/19/2013	4621880 10/14/2014	WGI Innovations, Ltd.
31.	ZERO 7 (Stylized) 	86/774663 10/1/2015	5130024 1/24/2017	Barnett Outdoors, LLC
32.	AQUAPRO	78/069747 06/18/2001	2673297 01/07/2003	WGI Innovations, Ltd.
33.	BATTLEFIELD	86/595642 04/13/2015	5102827 12/20/2016	Evolved Ingenuity, LLC
34.	BLOODSPORT and Design 	86/492494 12/30/2014	4802955 09/01/2015	Barnett Outdoors, LLC
35.	BLOODSPORT and Design 	86/492513 12/30/2014	4802956 09/01/2015	Barnett Outdoors, LLC
36.	Bloodsport Design 	86/492521 12/30/2014	4798969 08/25/2015	Barnett Outdoors, LLC
37.	Bloodsport Design 	86/492531 12/30/2014	4798971 08/25/2015	Barnett Outdoors, LLC
38.	CROSS	77/886704 12/04/2009	3858248 01/05/2010	Barnett Outdoors, LLC
39.	WILY MALLARD	86/371161 08/19/2014	4828481 10/06/2015	Wildgame Innovations, LLC
40.	WINTER PZ	77/346902 12/07/2007	3599629 03/31/2009	Wildgame Innovations, LLC
41.	THROW & GRO NO-TILL FORAGE	78/601395 04/04/2005	3280574 08/14/2007	Wildgame Innovations, LLC
42.	THROW & GRO XTREME RADISH	85/390840 08/05/2011	4283637 01/29/2013	Wildgame Innovations, LLC

43.	THUNDER CHICKEN	85/268247 03/16/2011	4031718 09/27/2011	Wildgame Innovations, LLC
44.	THUNDER CLUCK-N-PURR	85/610671 04/27/2012	4359092 06/25/2013	Wildgame Innovations, LLC
45.	THUNDER CUT'N	85/645435 06/07/2012	4355345 06/18/2013	Wildgame Innovations, LLC
46.	THUNDER YELPER	85/965008 06/20/2013	4565423 07/08/2014	Wildgame Innovations, LLC
47.	TRU-TOUCH	86/267888 04/30/2014	4778508 07/21/2015	Wildgame Innovations, LLC
48.	WILD ESTRUS DRIPPER	86/376016 08/25/2014	4823635 09/29/2015	Wildgame Innovations, LLC
49.	SCENT ERADICATOR	76/270146 06/12/2001	2658459 12/10/2002	Wildgame Innovations, LLC
50.	SCRAPE BLASTER	86/102881 10/28/2013	4964962 05/24/2016	Wildgame Innovations, LLC
51.	SHOT PLOT	76/269956 06/11/2001	2743674 07/29/2003	Wildgame Innovations, LLC
52.	SMACK DOWN	77/793313 07/30/2009	3877809 11/16/2010	Wildgame Innovations, LLC
53.	SPUR COLLECTOR	77/793391 07/30/2009	3877813 11/16/2010	Wildgame Innovations, LLC
54.	STUMP LIKKER	74/489874 02/14/1994	1921444 09/26/1995	Wildgame Innovations, LLC
55.	STURDY STEED	78/150402 08/02/2002	2861347 07/06/2004	Wildgame Innovations, LLC
56.	PROVIDE CLOVER WITH CHICORY	86/144818 12/16/2013	4568396 07/15/2014	Wildgame Innovations, LLC
57.	RABID JACKRABBIT	85/391027 08/05/2011	4243054 11/13/2012	Wildgame Innovations, LLC

58.	RABID RABBIT	85/391013 08/05/2011	4243053 11/13/2012	Wildgame Innovations, LLC
59.	RACK ROCK	85/281847 03/30/2011	4059430 11/22/2011	Wildgame Innovations, LLC
60.	RACK-UP	74/489605 02/14/1994	1886893 04/04/1995	Wildgame Innovations, LLC
61.	RAISIN CANE	86/557979 03/09/2015	5060332 10/11/2016	Wildgame Innovations, LLC
62.	PIG OUT	76/465756 11/12/2002	2856532 06/22/2004	Wildgame Innovations, LLC
63.	PIG PUNCH	86/376006 08/25/2014	4828512 10/06/2015	Wildgame Innovations, LLC
64.	PLOT MIXERS	85/770856 11/03/2012	4467615 01/14/2014	Wildgame Innovations, LLC
65.	PROGRAZE	75/842818 11/08/1999	2709670 04/22/2003	Wildgame Innovations, LLC
66.	MAXIMIZE	78/331318 11/21/2003	3112624 07/04/2006	Wildgame Innovations, LLC
67.	MEAN BEAN	85/390826 08/05/2011	4207494 09/11/2012	Wildgame Innovations, LLC
68.	MEGAPLOT	78/306207 09/26/2003	2875047 08/17/2004	Wildgame Innovations, LLC
69.	NATURAL BONE GRUNT'R	86/367663 08/15/2014	4852252 11/10/2015	Wildgame Innovations, LLC
70.	NO-TILL EASY PLOT	78/640630 05/31/2005	3147979 09/26/2006	Wildgame Innovations, LLC
71.	INSTA-LICK	78/544161 01/07/2005	3054265 01/31/2006	Wildgame Innovations, LLC
72.	KUNG FU CHOP	77/793365 07/30/2009	3877811 11/16/2010	Wildgame Innovations, LLC

73.	AMERISTEP	76/379143 07-Mar-2002	2671933 07-Jan-2003	Evolved Ingenuity, L.L.C.
74.	AVIAN X and Design 	88/733290 12/19/2019	6254594 01/26/2021	WGI Innovations, Ltd.
75.	AVIAN-X	88/733285 12/19/2019	6100614 07/14/2020	WGI Innovations, Ltd.
76.	DOGHOUSE*	76/377985 03/06/2002	2668905 12/31/2002	Evolved Ingenuity, L.L.C.
77.	HALO	77/621880 11/25/2008	3726519 12/15/2009	WGI Innovations, Ltd.
78.	JAKEHOUSE*	76/381898 03/15/2002	2677552 01/21/2003	Evolved Ingenuity, L.L.C.
79.	OUTHOUSE*	76/375571 02/28/2002	2668872 12/31/2002	Evolved Ingenuity, L.L.C.
80.	TOPFLIGHT	86/459022 11/19/2014	4900308 02/16/2016	WGI Innovations, Ltd.
81.	ZINK	88/733276 12/19/2019	6151335 09/15/2020	WGI Innovations, Ltd.
82.	BLOODSPORT	86/492540 12/30/2014	4876190 12/22/2015	Barnett Outdoors, LLC
83.	BLOODSPORT	86/492546 12/30/2014	4876192 12/22/2015	Barnett Outdoors, LLC
84.	EVAC	86/497448 01/07/2015	4937908 04/12/2016	Barnett Outdoors, LLC
85.	GAMECRUSHER	77/941448 02/22/2010	4016599 08/23/2011	Barnett Outdoors, LLC
86.	GAMECRUSHER	85/181505 11/19/2010	4050685 11/01/2011	Barnett Outdoors, LLC
87.	GHOST	77/213366 06/22/2007	3923442 02/22/2011	Barnett Outdoors, LLC

88.	GRAVEDIGGER	86/716170 08/05/2015	4913621 03/08/2016	Barnett Outdoors, LLC
89.	JACKAL	77/825093 09/11/2009	3941457 04/05/2011	Barnett Outdoors, LLC
90.	NIGHT FURY	86/716176 08/05/2015	4913623 03/08/2016	Barnett Outdoors, LLC
91.	NO LIMIT	86/716167 08/05/2015	5047960 09/27/2016	Barnett Outdoors, LLC
92.	NO LIMIT ARCHERY	86/716160 08/05/2015	5047959 09/27/2016	Barnett Outdoors, LLC
93.	PREDATOR	77/213204 06/22/2007	3517493 10/14/2008	Barnett Outdoors, LLC
94.	RECRUIT	85/843420 02/07/2013	4457900 12/31/2013	Barnett Outdoors, LLC
95.	RECRUIT	86/526568 02/06/2015	4795242 08/18/2015	Barnett Outdoors, LLC
96.	RINGER	86/716173 08/05/2015	4913622 03/08/2016	Barnett Outdoors, LLC
97.	ROGUE	86/497266 01/07/2015	5296769 09/26/2017	Barnett Outdoors, LLC
98.	SCOOPTAIL	86/377033 08/26/2014	4876140 12/22/2015	Barnett Outdoors, LLC
99.	SIDEARM	85/690526 07/30/2012	4846343 11/03/2015	Barnett Outdoors, LLC
100.	SPITFIRE	85/398489 08/15/2011	4350788 06/11/2013	Barnett Outdoors, LLC
101.	THUMP	86/497460 01/07/2015	4937909 04/12/2016	Barnett Outdoors, LLC
102.	TOMCAT	85/536330 02/07/2012	4239289 11/06/2012	Barnett Outdoors, LLC

103.	VERACITY	86/716182 08/05/2015	4913624 03/08/2016	Barnett Outdoors, LLC
104.	7 CARD STUD	85/281862 03/30/2011	4158855 06/12/2012	Wildgame Innovations, LLC
105.	ACORN RAGE	85/901185 04/11/2013	4418689 10/15/2013	Wildgame Innovations, LLC
106.	ANTLER MASS TECHNOLOGY	86/525175 02/05/2015	5060276 10/11/2016	Wildgame Innovations, LLC
107.	BATTLE BONES	86/578367 03/27/2015	4970195 05/31/2016	Wildgame Innovations, LLC
108.	BEAST FEAST	75/881655 12/27/1999	2530546 01/15/2002	Wildgame Innovations, LLC
109.	BILLY BLOCK	78/950293 08/11/2006	3421051 04/29/2008	Wildgame Innovations, LLC
110.	BUCK COLLECTOR	85/926626 05/08/2013	4411232 10/01/2013	Wildgame Innovations, LLC
111.	BUCK GRUB	76/567527 12/17/2003	3047508 01/24/2006	Wildgame Innovations, LLC
112.	BUCK JAM	76/465575 11/12/2002	2856531 06/22/2004	Wildgame Innovations, LLC
113.	BUCK LICKERS	78/229702 03/25/2003	2918095 01/11/2005	Wildgame Innovations, LLC
114.	BUCK SNORT	76/315055 09/20/2001	2751089 08/12/2003	Wildgame Innovations, LLC
115.	BUCK'N OATS	77/173491 05/04/2007	3477609 07/29/2008	Wildgame Innovations, LLC
116.	BUCKOLA	78/323648 11/05/2003	2946812 05/03/2005	Wildgame Innovations, LLC
117.	CALL GIRL	85/404073 08/22/2011	4115014 03/20/2012	Wildgame Innovations, LLC

118.	CELL	85/680492 07/18/2012	4696340 03/03/2015	Wildgame Innovations, LLC
119.	CHESTNUT RAGE	86/359241 08/06/2014	4825079 10/06/2015	Wildgame Innovations, LLC
120.	CORNFUSED?	85/076090 07/01/2010	3904467 01/11/2011	Wildgame Innovations, LLC
121.	DEER CANE	74/489875 02/14/1994	1909696 08/08/1995	Wildgame Innovations, LLC
122.	DEER CANE BLACK MAGIC	76/356052 01/07/2002	2662789 12/17/2002	Wildgame Innovations, LLC
123.	DEER CO-CAIN	75/117803 06/12/1996	2057409 04/29/1997	Wildgame Innovations, LLC
124.	DEER CO-CAIN BLACK MAGIC	76/355973 01/07/2002	2662785 12/17/2002	Wildgame Innovations, LLC
125.	DEER CO-CAIN MIX	74/350324 01/21/1993	1804081 11/16/1993	Wildgame Innovation s, LLC
126.	DIRT BLOCK	86/067491 09/17/2013	4795830 08/18/2015	Wildgame Innovations, LLC
127.	DIRTBAG	86/021648 07/27/2013	4713270 03/31/2015	Wildgame Innovations, LLC
128.	EASY PLOT	76/465757 11/12/2002	2875423 08/17/2004	Wildgame Innovations, LLC
129.	EVOLVED HABITATS	76/415023 05/30/2002	2774814 10/21/2003	Wildgame Innovations, LLC
130.	EVOLVED HARVEST	78/976329 06/30/2003	3014179 11/08/2005	Wildgame Innovations, LLC
131.	FLEXTONE	77/958012 03/12/2010	3913095 02/01/2011	Wildgame Innovations, LLC
132.	FREAK NASTY	77/793381 07/30/2009	3877812 11/16/2010	Wildgame Innovations, LLC

133.	FUNKY CHICKEN	85/610532 04/27/2012	4355249 06/18/2013	Wildgame Innovations, LLC
134.	HERDLIFE	77/096108 01/31/2007	3473030 07/22/2008	Wildgame Innovations, LLC
135.	HOG GRUB	77/093157 01/29/2007	3503228 09/16/2008	Wildgame Innovations, LLC
136.	HOG WILD BEAST FEAST	75/166625 09/16/1996	2095094 09/09/1997	Wildgame Innovations, LLC
137.	HONEY HOLE	78/356164 01/23/2004	2917551 01/11/2005	Wildgame Innovations, LLC
138.	ASSAULT	85/828828 01/22/2013	4951634 05/03/2016	Barnett Outdoors, LLC

Trademark Applications:

- None.