

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCUS HUNTING, LLC		12/03/2021	Limited Liability Company: DELAWARE
ARCUS HUNTING GROUP, LLC		12/03/2021	Limited Liability Company: DELAWARE
DEAD DOWN WIND, LLC		12/03/2021	Limited Liability Company: DELAWARE
MONSTER SCENTS LLC		12/03/2021	Limited Liability Company: DELAWARE
TINK'S HUNTING PRODUCTS, LLC		12/03/2021	Limited Liability Company: DELAWARE
TROPHY TAKER, LLC		12/03/2021	Limited Liability Company: DELAWARE
RAMCAT, LLC		12/03/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	METROPOLITAN COMMERCIAL BANK
Street Address:	99 Park Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	New York State Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4852545	
Registration Number:	4847719	ARCUS HUNTING
Registration Number:	4847661	ARCUS HUNTING
Registration Number:	5670963	E-SCENT
Registration Number:	5454841	WIND SCOUT
Registration Number:	5353529	DEAD DOWN WIND
Registration Number:	5232497	EVOLVE
Registration Number:	5244725	3D+
Registration Number:	5481877	RELAX

TRADEMARK

REEL: 007522 FRAME: 0082

900660962

CH \$965.00 4852545

Property Type	Number	Word Mark
Registration Number:	5292797	FIGHT
Registration Number:	4315818	SHRINK FLETCH
Registration Number:	3222612	DEAD DOWN WIND
Registration Number:	3222613	E
Registration Number:	3356084	SCENTPREVENT
Registration Number:	4777052	
Registration Number:	4777056	HOT TO TROT
Registration Number:	5068502	RAMCAT
Registration Number:	3268954	SMOKE
Registration Number:	5970543	#1 DOE-P
Registration Number:	5236140	BOOST73
Registration Number:	5047031	BOOST73
Registration Number:	4393957	HOT SHOT
Registration Number:	4129503	SCRAPE BOMB
Registration Number:	4135950	HOT BOMB
Registration Number:	3673952	POWER SCRAPE
Registration Number:	3034387	SCENT BOMB
Registration Number:	1821511	BANDIT COON
Registration Number:	1857783	RED FOX P
Registration Number:	1819058	DOE-IN-RUT
Registration Number:	1656347	#1 DOE-P
Registration Number:	1507349	
Registration Number:	1207366	#69 DOE-IN-RUT
Registration Number:	5133183	T-LOCK
Registration Number:	5128998	XFC
Registration Number:	5128999	XTREME FC
Registration Number:	4756016	A-TAC
Registration Number:	3822987	SMACK DOWN
Registration Number:	3012963	TROPHY TAKER

CORRESPONDENCE DATA

Fax Number: 2125453401

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: 2125921418

Email: bwerbin@herrick.com

Correspondent Name: Barry Werbin

Address Line 1: 2 Park Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Barry Werbin
SIGNATURE:	/Barry Werbin/
DATE SIGNED:	12/07/2021
Total Attachments: 9 source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page1.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page2.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page3.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page4.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page5.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page6.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page7.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page8.tif source=Arcus - Trademark Security Agreement (Executed)(14141784.1)#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2021 (this “Agreement”), by and among ARCUS HUNTING, LLC, a Delaware limited liability company (“AH”), ARCUS HUNTING GROUP, LLC, a Delaware limited liability company (“AHG”), DEAD DOWN WIND, LLC, a Delaware limited liability company (“DDW”), MONSTER SCENTS LLC, a Delaware limited liability company (“Monster”), RAMCAT, LLC, a Delaware limited liability company (“Ramcat”), TINK’S HUNTING PRODUCTS, LLC, a Delaware limited liability company (“THP”), and TROPHY TAKER, LLC, a Delaware limited liability company (“Trophy” and together with AH, AHG, DDW, Monster, Ramcat and THP, the “Grantors” and each a “Grantor”), in favor of METROPOLITAN COMMERCIAL BANK (the “Lender”).

RECITALS:

WHEREAS, reference is made to the Pledge and Security Agreement, dated as of December 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, the other Grantors (as defined therein) from time to time party thereto, and the Lender, pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) As used in this Agreement, the following terms have the following meanings:

“Agreement” has the meaning set forth in the preamble hereto.

“Electronic Signature” has the meaning set forth in the Credit Agreement.

“Person” has the meaning set forth in the Credit Agreement.

“Secured Obligations” has the meaning set forth in the Credit Agreement.

“Security Agreement” shall have the meaning set forth in the recitals hereto.

“Trademarks” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks, trade names, domain names (including internet domain names), corporate names, company names, business names, trade dress, trade styles, service marks, logos and other source or business identifies and, in each case all goodwill associated therewith, all registrations and recordations of any of the foregoing and all applications in connection therewith; (b) all continuations, reissues, renewals and extensions of any of the foregoing; (c) all income, fees, royalties, proceeds, damages, claims and payments at any time due or payable or asserted under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) all rights to sue or recover at law and in equity for past, present and future infringement,

misappropriation, dilutions, violation or other impairment of any of the foregoing; and (e) all rights and privileges corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance in full of all of the Secured Obligations, each Grantor hereby pledges and grants to the Lender a security interest in all of the right, title and interest of such Grantor in, to and under the following property, whether now owned by, or at any time hereafter acquired by or arising in favor of, such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including, without limitation, those Trademarks referred to in Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. When the Discharge of Obligations has occurred, the Lender shall, promptly after the Grantors' request, execute, acknowledge and deliver to the Grantors a document in writing in recordable form releasing the pledge and grant of security interest in the Trademark Collateral under this Agreement, all at the sole cost and expense of the Grantors. Any execution and delivery of any document pursuant to this Section 4 shall be without recourse to or representation or warranty by the Lender (other than as to the Lender's authority to execute and deliver such documents).

SECTION 5. Counterparts.

(a) This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTORS:

ARCUS HUNTING GROUP, LLC

By: Ronald Fishman
Name: Ronald Fishman
Title: Treasurer

DEAD DOWN WIND, LLC

By: _____
Name: Scott Neola
Title: Chief Financial Officer

MONSTER SCENTS LLC

By: _____
Name: Scott Neola
Title: Chief Financial Officer

RAMCAT, LLC

By: _____
Name: Scott Neola
Title: Chief Financial Officer

TINK'S HUNTING PRODUCTS, LLC

By: _____
Name: Scott Neola
Title: Chief Financial Officer

TROPY TAKER, LLC

By: _____
Name: Scott Neola
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTORS:

ARCUS HUNTING GROUP, LLC

By: _____
Name: Ronald Fishman
Title: Treasurer

DEAD DOWN WIND, LLC

By: 
Name: Scott Neola
Title: Chief Financial Officer

MONSTER SCENTS LLC

By: 
Name: Scott Neola
Title: Chief Financial Officer

RAMCAT, LLC

By: 
Name: Scott Neola
Title: Chief Financial Officer

TINK'S HUNTING PRODUCTS, LLC

By: 
Name: Scott Neola
Title: Chief Financial Officer

TROPY TAKER, LLC

By: 
Name: Scott Neola
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

LENDER:

METROPOLITAN COMMERCIAL BANK



By: *Heath Levine*
Name: *Heath Levine*
Title: *Vice President*

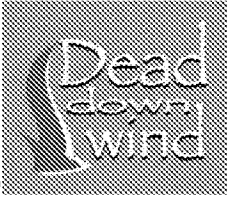


[Signature page to Trademark Security Agreement]


TRADEMARK
REEL: 007522 FRAME: 0090

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Registration/ Application Number	Trademark
ARCUS HUNTING GROUP, LLC	4852545 / 86461151	<i>Design Only</i> 
ARCUS HUNTING GROUP, LLC	4847719 / 86461157	ARCUS HUNTING 
ARCUS HUNTING GROUP, LLC	4847661 / 86443704	ARCUS HUNTING
ARCUS HUNTING, LLC	5670963 / 87379420	E-SCENT
ARCUS HUNTING, LLC	5454841 / 87379439	WIND SCOUT
ARCUS HUNTING, LLC	5353529 / 87247075	DEAD DOWN WIND
ARCUS HUNTING, LLC	5232497 / 87247094	EVOLVE
ARCUS HUNTING, LLC	5244725 / 87247113	3D+
ARCUS HUNTING, LLC	5481877 / 87214659	RELAX
ARCUS HUNTING, LLC	5292797 / 87214675	FIGHT
ARCUS HUNTING, LLC	4315818 / 85550164	SHRINK FLETCH

Grantor	Registration/ Application Number	Trademark
ARCUS HUNTING, LLC	3222612 / 78891607	DEAD DOWN  WIND
DEAD DOWN WIND, LLC	3222613 / 78891624	E 
DEAD DOWN WIND, LLC	3356084 / 78626659	SCENTPREVENT
MONSTER SCENTS LLC	4777052 / 86466790	<i>Design Only</i> 
MONSTER SCENTS LLC	4777056 / 86466812	HOT TO TROT
RAMCAT, LLC	5068502 / 86950715	RAMCAT
RAMCAT, LLC	3268954 / 78233468	SMOKE
TINK'S HUNTING PRODUCTS, LLC	5970543 / 88247030	#1 DOE-P
TINK'S HUNTING PRODUCTS, LLC	5236140 / 87246887	BOOST73
TINK'S HUNTING PRODUCTS, LLC	5047031 / 86834753	BOOST73 
TINK'S HUNTING PRODUCTS, LLC	4393957 / 85751271	HOT SHOT
TINK'S HUNTING PRODUCTS, LLC	4129503 / 85213143	SCRAPE BOMB
TINK'S HUNTING PRODUCTS, LLC	4135950 / 77941282	HOT BOMB

Grantor	Registration/ Application Number	Trademark
TINK'S HUNTING PRODUCTS, LLC	3673952 / 77445188	POWER SCRAPE
TINK'S HUNTING PRODUCTS, LLC	3034387 / 78383437	SCENT BOMB
TINK'S HUNTING PRODUCTS, LLC	1821511 / 74393002	BANDIT COON
TINK'S HUNTING PRODUCTS, LLC	1857783 / 74392704	RED FOX P
TINK'S HUNTING PRODUCTS, LLC	1819058 / 74351645	DOE-IN-RUT
TINK'S HUNTING PRODUCTS, LLC	1656347 / 74058397	#1 DOE-P
TINK'S HUNTING PRODUCTS, LLC	1507349 / 73715650	<i>Design Only</i> 
TINK'S HUNTING PRODUCTS, LLC	1207366 / 73195043	#69 DOE-IN-RUT
TROPHY TAKER, LLC	5133183 / 87081396	T-LOCK
TROPHY TAKER, LLC	5128998 / 87080535	XFC
TROPHY TAKER, LLC	5128999 / 87080569	XTREME FC
TROPHY TAKER, LLC	4756016 / 86441482	A-TAC
TROPHY TAKER, LLC	3822987 / 77750996	SMACK DOWN
TROPHY TAKER, LLC	3012963 / 78345580	TROPHY TAKER