

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Sportsman Marketing, L.L.C.		12/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Drive		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2731247	IKA	
Registration Number:	2532131	SUGOI	
Registration Number:	4579419	HULA GRUB	
Registration Number:	2540422	SENKO	
Registration Number:	4066077	HULA SWIMMER	
Registration Number:	3211307	FLAPPIN' HOG	
Registration Number:	1706948	GARY YAMAMOTO CUSTOM BAITS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		

OP \$190.00 2731247

SIGNATURE:	/lk/
DATE SIGNED:	12/08/2021
Total Attachments: 5 source=GSM - Trademark Security Agreement (1L - NXT) GYCB Joinder [EXECUTED]#page1.tif source=GSM - Trademark Security Agreement (1L - NXT) GYCB Joinder [EXECUTED]#page2.tif source=GSM - Trademark Security Agreement (1L - NXT) GYCB Joinder [EXECUTED]#page3.tif source=GSM - Trademark Security Agreement (1L - NXT) GYCB Joinder [EXECUTED]#page4.tif source=GSM - Trademark Security Agreement (1L - NXT) GYCB Joinder [EXECUTED]#page5.tif	

TRADEMARK SECURITY AGREEMENT

**TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES**

December 8, 2021

WHEREAS, each undersigned grantor (each, a “Grantor” and collectively, 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 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 NXT Capital, LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of November 16, 2020 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among the Grantors, 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”), each 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.

GRANTOR:

GOOD SPORTSMAN MARKETING, L.L.C.

By: 

Name: John Warner

Title: Vice President

GARY YAMAMOTO CUSTOM BAITS, INC.

By: 

Name: John Warner

Title: Vice President

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: 
Name: Jeff White
Title: Vice President


SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND

TRADEMARK APPLICATIONS

Credit Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Good Sportsman Marketing, L.L.C.	IKA	2731247	7/1/2003	United States
Good Sportsman Marketing, L.L.C.	Sugoi	2532131	1/22/2002	United States
Good Sportsman Marketing, L.L.C.	Hula Grub	4579419	8/5/2014	United States
Good Sportsman Marketing, L.L.C.	Senko	2540422	2/19/2002	United States
Good Sportsman Marketing, L.L.C.	Hula Swimmer	4066077	12/6/2011	United States
Good Sportsman Marketing, L.L.C.	Flappin' Hog	3211307	2/20/2007	United States
Good Sportsman Marketing, L.L.C.	Gary Yamamoto Custom Baits 	1706948	8/11/1992	United States

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Trademark License Agreement by and between Gary Yamamoto Custom Baits, Inc. and Do-it Corporation, dated as of November 1, 2013.