# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM712289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BRANDT INFORMATION SERVICES, LLC		03/04/2022	Limited Liability Company: FLORIDA

# **RECEIVING PARTY DATA**

Name:	Twin Brook Capital Partners, LLC	
Street Address:	111 South Wacker Drive, 36th Floor	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	6515600	GO OUTDOORS TENNESSEE
Registration Number:	6515599	GO OUTDOORS OKLAHOMA
Registration Number:	6515598	GO OUTDOORS IOWA
Registration Number:	6515597	GO OUTDOORS VIRGINIA
Registration Number:	6515596	GO OUTDOORS IDAHO

### **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:** 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	18568481
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	03/04/2022

# **Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

# (TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of March 4, 2022, is made by BRANDT INFORMATION SERVICES, LLC, a Florida limited liability company (the "<u>Grantor</u>") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as agent for the Lenders (the "<u>Agent</u>").

#### **RECITALS:**

WHEREAS, the Grantor, owns the Trademarks listed on <u>Schedule 1</u> annexed hereto and is a party to the Trademark Licenses listed on <u>Schedule 1</u> annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 12, 2018 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of March 12, 2018 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Grantor, the other grantors party thereto and Twin Brook Capital Partners, LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), 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 Grantor, including all right, title and interest of 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, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of 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 "<u>Trademark Collateral</u>"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications until a verified statement of use is filed and accepted with respect to such applications) referred to in <u>Schedule 1</u> 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 Grantor is a party, including, without limitation, each Trademark License 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 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 Grantor, including, without limitation, any Trademark referred to in <u>Schedule 1</u> hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in <u>Schedule 1</u> hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

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 Grantor, 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 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 Agreement and to accomplish the purposes hereof.

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

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. 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.

This Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature page follows]

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

BRANDT INFORMATION SERVICES, LLC

By:

Name: Richard Wise

Title: President

REEL: 007650 FRAME: 0771

# **ACKNOWLEDGED:**

as of the date first written above.

TWIN BROOK CAPITAL PARTNERS,

LLC, as Agent

By: Kimberty Trick Males, 2022, 11:24 CST)

Name: Kim Trick

RECORDED: 03/04/2022

Title: Managing Director

[Signature Page to Trademark Security Agreement]