

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Sportsman Marketing, L.L.C.		06/23/2022	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: 9			
Property Type	Number	Word Mark	
Registration Number:	4734986	RATTLETRAP	
Registration Number:	5715283	RAT-L-TRAP	
Registration Number:	5715282	MINI-TRAP	
Registration Number:	5715281	LIV-N-SOUND	
Registration Number:	5714781	TRAP	
Registration Number:	5715280	TINY-TRAP	
Registration Number:	5715278	THE TRAP	
Registration Number:	2658214		
Registration Number:	1816018	SUPER-TRAP	
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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		

CH \$240.00 4734986

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	059703-0019
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	06/23/2022
Total Attachments: 5 source=GSM - Trademark Security Agreement - NXT (1L) (Bill Lewis) [Executed]#page1.tif source=GSM - Trademark Security Agreement - NXT (1L) (Bill Lewis) [Executed]#page2.tif source=GSM - Trademark Security Agreement - NXT (1L) (Bill Lewis) [Executed]#page3.tif source=GSM - Trademark Security Agreement - NXT (1L) (Bill Lewis) [Executed]#page4.tif source=GSM - Trademark Security Agreement - NXT (1L) (Bill Lewis) [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

June 23, 2022

WHEREAS, the undersigned grantor (the "Grantor"), 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 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"), the 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 the Grantor, including all right, title and interest of the 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, the Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of the 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 the 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 the 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 the 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 the Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by the 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.

The 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 the 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 the 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, the 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. The 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, the 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: Alex A. Castro
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007761 FRAME: 0315

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

Jeff White

jeff.white@nxtcapital.com

By: _____

Name: Jeff White

Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND

TRADEMARK APPLICATIONS

Title Or Mark	Status	Filing Date	Application Serial Number	Registration Number	Date Issued	Status
RATTLETRAP	Registered	9/24/2014	86/404,853	4,734,986	5/12/2015	active
RAT-L-TRAP	Registered	8/27/2018	88/093,397	5,715,283	4/2/2019	active
MINI-TRAP	Registered	8/27/2018	88/093,395	5,715,282	4/2/2019	active
LIV-N-SOUND	Registered	8/27/2018	88/093,393	5,715,281	4/2/2019	active
TRAP	Registered	8/21/2018	88/087,210	5,714,781	4/2/2019	active
TINY-TRAP	Registered	8/27/2018	88/093,390	5,715,280	4/2/2019	active
THE TRAP	Registered	8/27/2018	88/093,387	5,715,278	4/2/2019	active
LURE WITH DORSAL FIN (Design)	Registered	3/16/2001	76/225,758	2,658,214	12/10/2002	active
SUPER-TRAP	Registered	1/25/1993	74/352,075	1,816,018	1/11/1994	active

TRADEMARK LICENSES

None.