

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Sportsman Marketing, L.L.C.		09/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, as Agent		
Street Address:	191 N. Wacker Drive		
City:	Chicago		
State/Country:	UNITED STATES		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6038542	I'M AN ANGLER	
Registration Number:	6021838		
Registration Number:	5260996	STEELSHAD	
Registration Number:	2843754	SPOT REMOVER	
Registration Number:	4738903	THE SLED	
Registration Number:	4976737	J-WILL	
Registration Number:	4845511	JWILL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	059703-0019 (AN)		
NAME OF SUBMITTER:	Atoosa Nowrouzi		

CH \$190.00 6038542

SIGNATURE:	/an/
DATE SIGNED:	10/04/2022
Total Attachments: 5 source=For Filing Trademark Security Agreement (Buckeye and Steel Shad) (Executed)#page1.tif source=For Filing Trademark Security Agreement (Buckeye and Steel Shad) (Executed)#page2.tif source=For Filing Trademark Security Agreement (Buckeye and Steel Shad) (Executed)#page3.tif source=For Filing Trademark Security Agreement (Buckeye and Steel Shad) (Executed)#page4.tif source=For Filing Trademark Security Agreement (Buckeye and Steel Shad) (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

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

September 26, 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 the 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 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, the 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.

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 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, 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 and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007837 FRAME: 0467

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: 
Name: Jeff White
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND

TRADEMARK APPLICATIONS

	Grantor	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date
1.	Good Sportsman Marketing, L.L.C.	I'M AN ANGLER	88371097; 04/04/2019	6038542; 04/21/2020
2.	Good Sportsman Marketing, L.L.C.		88331859; 03/08/2019	6021838; 03/31/2020
3.	Good Sportsman Marketing, L.L.C.	SteelShad	87303268; 01/16/2017	5260996; 08/08/2017
4.	Good Sportsman Marketing, L.L.C.	SPOT REMOVER	76491439; 02/24/2003	2843754; 05/18/2004
5.	Good Sportsman Marketing, L.L.C.	THE SLED	86411809; 10/01/2014	4738903; 05/19/2015
6.	Good Sportsman Marketing, L.L.C.	JWILL	86578625; 03/27/2015	4845511; 11/03/2015
7.	Good Sportsman Marketing, L.L.C.	J-WILL	86757253; 09/15/2015	4976737; 06/14/2016

TRADEMARK LICENSES

None.