

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828323

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Good Sportsman Marketing, L.L.C.		07/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 N. Wacker Drive		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6090847	BIG BITE BAITS	
<b>Registration Number:</b>	3989114	BIG BITE BAITS DESIGNED TO BRING THE "BI	
<b>Registration Number:</b>	3852051	BIG BITE BAITS	
<b>Registration Number:</b>	4107820	WARMOUTH	
<b>Registration Number:</b>	3754621	FIGHTING FROG	
<b>Registration Number:</b>	3754614	SQUIRREL TAIL WORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	13129932622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	059703-0019		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		

CH \$165.00 6090847

<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	07/31/2023
<b>Total Attachments: 5</b> source=GSM - DJ Big Bite - Trademark Security Agreement Executed(143944862.1)#page1.tif source=GSM - DJ Big Bite - Trademark Security Agreement Executed(143944862.1)#page2.tif source=GSM - DJ Big Bite - Trademark Security Agreement Executed(143944862.1)#page3.tif source=GSM - DJ Big Bite - Trademark Security Agreement Executed(143944862.1)#page4.tif source=GSM - DJ Big Bite - Trademark Security Agreement Executed(143944862.1)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

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

July 31, 2023

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

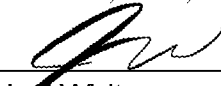
Title: EVP Finance

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008150 FRAME: 0818**

ACKNOWLEDGED:



NXT CAPITAL, LLC, as Agent

By:  \_\_\_\_\_  
Name: Jeff White  
Title: Director

**SCHEDULE 1  
to**

**Trademark Security Agreement**

**TRADEMARKS, TRADEMARK REGISTRATIONS AND  
TRADEMARK APPLICATIONS**

	<b>Grantor</b>	<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>
1.	Good Sportsman Marketing, L.L.C.		88721839; 12/10/2019	6090847; 06/30/2020
2.	Good Sportsman Marketing, L.L.C.		85164731; 10/29/2010	3989114; 07/05/2011
3.	Good Sportsman Marketing, L.L.C.	BIG BITE BAITS	77550930; 08/19/2008	3852051; 09/28/2010
4.	Good Sportsman Marketing, L.L.C.	WARMOUTH	85269313; 03/17/2011	4107820; 03/06/2012
5.	Good Sportsman Marketing, L.L.C.	FIGHTING FROG	77789239; 07/24/2009	3754621; 03/02/2010
6.	Good Sportsman Marketing, L.L.C.	SQUIRREL TAIL WORM	77789133; 07/24/2009	3754614; 03/02/2010

**TRADEMARK LICENSES**

None.