# CH \$440.00 2666380

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM830545

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Good Sportsman Marketing, L.L.C.		08/08/2023	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	NXT Capital, LLC		
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: 17**

Property Type	Number	Word Mark
Registration Number:	2666386	WHITETAIL MADNESS
Registration Number:	2749554	100% WILD
Registration Number:	2749555	100% WILD 100% FAIR CHASE
Registration Number:	2674728	DREAM SEASON
Registration Number:	3657198	BOW MADNESS
Registration Number:	5054606	NATURAL BORN
Registration Number:	6420565	DEERCAST
Registration Number:	6342442	DEERCAST TRACK
Registration Number:	6458610	BOW MADNESS
Registration Number:	5967626	LONGBEARD MADNESS
Registration Number:	6109330	THIRTEEN
Registration Number:	6367889	DODTV
Registration Number:	6557094	TURKEY TOUR
Registration Number:	7095838	DOD
Registration Number:	7095851	DOD
Serial Number:	90478364	ARCHRIVALS
Serial Number:	90743096	DRURY OUTDOORS

TRADEMARK REEL: 008160 FRAME: 0663

900791965 REEL: 00

#### **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 13129932622

Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	059703-0019
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	08/09/2023

#### **Total Attachments: 6**

source=GSM - 1L Trademark Security Agreement (Drury) (July 2023)(144168161.1)#page1.tif source=GSM - 1L Trademark Security Agreement (Drury) (July 2023)(144168161.1)#page2.tif source=GSM - 1L Trademark Security Agreement (Drury) (July 2023)(144168161.1)#page3.tif source=GSM - 1L Trademark Security Agreement (Drury) (July 2023)(144168161.1)#page4.tif source=GSM - 1L Trademark Security Agreement (Drury) (July 2023)(144168161.1)#page5.tif source=GSM - 1L Trademark Security Agreement (Drury) (July 2023)(144168161.1)#page6.tif

#### TRADEMARK SECURITY AGREEMENT

# TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

August 8, 2023

WHEREAS, the undersigned grantor (the "<u>Grantor</u>"), owns one or more of the Trademarks listed on <u>Schedule 1</u> annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on <u>Schedule 1</u> 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 <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 such Grantor is a party, including, without limitation, each Trademark License, if any, identified 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 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.

Name: Alex A. Castro

Title: EVP Finance

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By:
Name: Jeff White
Title: Director

# 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.	<u> </u>		2666386; 12/24/2002	
2.	Good Sportsman Marketing, L.L.C.	100% WILD	76377791; 3/4/2002	2749554; 8/12/2003	
3.	Good Sportsman Marketing, L.L.C.	100% WILD 100% FAIR CHASE	76377792; 3/4/2002	2749555; 8/12/2003	
4.	Good Sportsman Marketing, L.L.C.	DREAM SEASON	76377793; 3/4/2002	2674728; 1/14/2003	
5.	Good Sportsman Marketing, L.L.C.	BOW MADNESS	77626820; 12/4/2008	3657198; 7/21/2009	
6.	Good Sportsman Marketing, L.L.C.	NATURAL BORN	86923998; 2/29/2016	5054606; 10/4/2016	
7.	Good Sportsman Marketing, L.L.C.	DEERCAST	88496655; 7/1/2019	6420565; 7/13/2021	
8.	Good Sportsman Marketing, L.L.C.	DEERCAST TRACK	88576440; 8/13/2019	6342442; 5/4/2021	
9.	Good Sportsman Marketing, L.L.C.	BOW MADNESS	88584373; 8/19/2019	6458610; 8/24/2021	
10.	Good Sportsman Marketing, L.L.C.	LONGBEARD MADNESS	88584410; 8/19/2019	5967626; 1/21/2020	
11.	Good Sportsman Marketing, L.L.C.	THIRTEEN	88617514; 9/16/2019	6109330; 7/21/2020	

Good Sportsman Marketing, L.L.C.	DODTV	88909456; 5/11/2020	6367889; 6/1/2021
Good Sportsman Marketing, L.L.C.	TURKEY TOUR	88909467; 5/11/2020	6557094; 11/9/2021
Good Sportsman Marketing, L.L.C.	ARCHRIVALS	90478364; 1/20/2021	Pending
Good Sportsman Marketing, L.L.C.	DOD logo	90725577; 5/20/2021	7095838; 7/4/2023
Good Sportsman Marketing, L.L.C.	DOD	90743092; 5/28/2021	7095851; 7/4/2023
Good Sportsman Marketing, L.L.C.	DRURY OUTDOORS	90743096; 5/28/2021	Pending

## TRADEMARK LICENSES

None.

**RECORDED: 08/09/2023**