

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842930

<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>
LONGSTRETH SPORTING GOODS, LLC		08/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAGLE FUND V, LP		
<b>Street Address:</b>	1 N. Brentwood, Suite 1550		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Limited Partnership: MISSOURI		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7097622	LONGSTRETH	
<b>Registration Number:</b>	3280015	CB CRANBARRY	
<b>Registration Number:</b>	3300783	CRANBARRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038660200		
<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>	303-866-0269		
<b>Email:</b>	anne.scholl@bclplaw.com		
<b>Correspondent Name:</b>	Anne Scholl		
<b>Address Line 1:</b>	1700 Lincoln Street, Suite 4100		
<b>Address Line 4:</b>	Denver, COLORADO 80203		
<b>ATTORNEY DOCKET NUMBER:</b>	1048455.75		
<b>NAME OF SUBMITTER:</b>	Anne Scholl		
<b>SIGNATURE:</b>	/Anne Scholl/		
<b>DATE SIGNED:</b>	09/29/2023		
<b>Total Attachments: 12</b>			
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THIS INSTRUMENT OR AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF AUGUST 31, 2023, BY AND AMONG FIRST FINANCIAL BANK, EAGLE FUND V, LP, AS COLLATERAL AGENT FOR CERTAIN SUBORDINATED LENDERS, AND THE OTHER SUBORDINATED LENDERS PARTY THERETO, WHICH SUBORDINATION AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 31, 2023 (the “Effective Date”), is by and between **LONGSTRETH SPORTING GOODS, LLC**, a Delaware limited liability company (“Debtor”), whose principal place of business and mailing address is 78 Wells Road, Spring City, Pennsylvania 19475, and **EAGLE FUND V, LP**, a Missouri limited partnership, in its capacity as collateral agent for the lenders party to the Investment Agreement referred to below (in such capacity as “Collateral Agent”), located at 1 N. Brentwood, Suite 1550, St. Louis, Missouri 63105, and is as follows:

#### **1. SECURED OBLIGATIONS; SECURITY INTERESTS:**

(a) Debtor is indebted to the Lenders (as defined in the Investment Agreement) pursuant to, among other things: (i) the Investment Agreement, dated as of the Effective Date, by and among Debtor, the other Borrowers (as defined therein) party thereto from time to time, and the Lenders (as may be amended, renewed, consolidated, restated, replaced, supplemented or otherwise modified from time to time, the “Investment Agreement”), and (ii) the other Loan Documents (as defined in the Investment Agreement) to which Debtor is a party or otherwise bound.

(b) As security for the payment and performance in full of all of the Obligations (as defined in the Investment Agreement), Debtor hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a continuing security interest in and to, and Lien on, and hereby collaterally assigns to the Collateral Agent, as collateral, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement.

**2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted comprises, collectively (all of the following being, collectively, the “Trademark Collateral”): (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent-to-Use Applications (as defined below) for so long as, in the manner, and to the extent, expressly provided below), including each mark, registration, and application listed on **Schedule I** attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks, including the licenses listed on **Schedule I** and the Trademark Licenses (as defined in Section 4) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); (g) the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, but subject to the *proviso* below, nothing in this Agreement is, or is intended or may be construed to be, a collateral

assignment of, or grant of Lien on, any United States intent-to-use trademark applications (“Intent-to-Use Applications”) to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such Intent-to-Use Applications under applicable federal Law; *provided, that*, with respect to any Intent-to-Use Application in which Debtor has any right, title or interest, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d), each such Intent-to-Use Application and the resulting registration shall automatically be considered and become a part of the Trademark Collateral.

**3. DEFINITIONS:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Investment Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

**4. LICENSES:** Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of the Required Lenders, which consent will not be unreasonably withheld by the Required Lenders so long as no Event of Default has occurred and is continuing (in which case the Required Lenders may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

**5. REPRESENTATIONS AND WARRANTIES:** To induce the Lenders to purchase the Notes pursuant to the Investment Agreement and other Loan Documents, Debtor hereby represents and warrants to the Collateral Agent and the Lenders that the following statements are true as of the Effective Date and as of the date that each representation and warranty set forth in the Investment Agreement is required to be made or remade pursuant thereto:

(a) (i) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral other than Permitted Liens; and (ii) Debtor has full right to grant a security interest in the Trademark Collateral hereby granted, free and clear of any Lien (other than Permitted Liens), option or license (other than any license expressly permitted by this Agreement);

(b) set forth on Schedule I is a complete and accurate list of all Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor’s knowledge, (i) each Trademark is enforceable and (ii) each application for registration of any Trademark is valid or registrable and enforceable. There have been no prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor’s knowledge prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) as of the Effective Date, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4 above;

(e) reasonable and proper statutory notice has been used in connection with the use of each registered Trademark;

(f) to Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights which would reasonably be expected to result in a Material Adverse Effect or materially adversely affect such Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights which would reasonably be expected to result in a Material Adverse Effect or materially adversely affect such Trademark License Rights; and

(g) except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or, subject to Section 9(l), any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required for the: (i) grant by Debtor of the Liens granted hereby, (ii) execution, delivery or performance of this Agreement by Debtor or (iii) perfection of or the exercise by the Collateral Agent of its rights or remedies hereunder.

**6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:** Debtor covenants with, and warrants to, the Collateral Agent and the Lenders that Debtor shall, until the Payment in Full of the Obligations and the termination of the Investment Agreement, do each of the following:

(a) Debtor will furnish to the Collateral Agent upon the Collateral Agent's request, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as the Collateral Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as the Collateral Agent shall require for the purpose of confirming and perfecting the Collateral Agent's security interest in any or all of the Trademark Collateral;

(b) should Debtor obtain an ownership interest in any Trademark License Rights (other than non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice) or Trademarks (whether any such Trademarks or applications for Trademarks are registered domestically or in any other country or any political subdivision of that country), which are not now identified on Schedule I, (i) Debtor will give prompt written notice to the Collateral Agent, (ii) the provisions of Section 2 above shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2 above) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2 above), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to the Collateral Agent, Schedule I will be automatically amended to include any Trademarks and Trademark License Rights which shall become part of the Trademark Collateral under this Section 6(b);

(c) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or, subject to Section 9(l), any similar office or agency in any other country or any other political subdivision of that country) or in any court to maintain each Trademark and

to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings, or the foreign equivalent thereof. To the extent necessary and material to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each such case, the Debtor determines in its reasonable discretion that (A) it is in Debtor's best interest to do so and (B) the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(d) Debtor will promptly notify the Collateral Agent in writing (i) of any information which Debtor has received, or reasonably expects to receive, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of the Collateral Agent with respect thereto and (ii) when Debtor learns (A) that any item of the Trademark Collateral material to Debtor's business may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights which would reasonably be expected to result in a Material Adverse Effect or materially adversely affect such Trademark License Rights;

(e) Debtor will promptly notify the Collateral Agent, should Debtor become aware that any item of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) except as expressly permitted by this Agreement or as expressly permitted by the Investment Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to materially impair the value of the interests or rights of Debtor or the Collateral Agent in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or the Collateral Agent in, to or under such Trademark; and

(h) Debtor will pay all expenses and reasonable attorneys' fees incurred by the Collateral Agent and the Lenders in the exercise (including enforcement) of any of the Collateral Agent's rights or remedies under this Agreement or applicable law pursuant to the terms of the Investment Agreement; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

7. **POWER OF ATTORNEY:** Debtor hereby (a) makes, constitutes and appoints the Collateral Agent its true and lawful attorney in fact to: (i) execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (ii) record the security interest in any and all Trademark Collateral in favor of the Collateral Agent with the United States Patent and Trademark Office (or, subject to Section 9(l), any similar office or agency in any other country or any political subdivision of that country), (iii) execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of Default: (A) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (B) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority, including, subject to Section 9(l), any similar office or agency in any other country or any political subdivision of that country) any and all of the Trademark Collateral in the Collateral Agent's name (or the name of any nominee), and/or (C) otherwise to enforce the rights of the Collateral Agent with respect to any of the Trademark Collateral, and (b) specifically irrevocably authorizes the Collateral Agent as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. **DEFAULT:**

(a) If an Event of Default occurs and is continuing, then, in any such event, the Collateral Agent may without further notice to Debtor, except as expressly provided in the Investment Agreement, at the Collateral Agent's option, declare all Notes and any or all of the other Obligations to become immediately due and payable in the aggregate amount thereof. If an Event of Default occurs and is continuing, the Collateral Agent may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (i) causing the assignment of record in the United States Patent and Trademark Office (or, subject to Section 9(l), any similar office or agency in any other country or any political subdivision of that country) of the Trademark Collateral in the Collateral Agent's name or in the name of any nominee of the Collateral Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by the Collateral Agent and make the documents available to the Collateral Agent at a place to be designated by the Collateral Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of the Collateral Agent under or in connection with any of the Trademark Licenses or otherwise in respect of the Trademark Collateral (and the Collateral Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Trademark Collateral at a public or private sale, and Debtor will be credited with the net proceeds of such sale, after Payment in Full of the Obligations and the termination of the Investment Agreement, only when they are actually received by the Collateral Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to the Collateral Agent or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, then the Collateral Agent may, at the

Collateral Agent's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by the Collateral Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral, (II) continue the operation of the business of Debtor, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. The Collateral Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of the Collateral Agent to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that the Collateral Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require the Collateral Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. The Collateral Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## **9. GENERAL PROVISIONS:**

(a) All rights of the Collateral Agent and the Lenders shall inure to the benefit of their successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor; provided, that, Debtor may not assign or otherwise transfer any of its rights or obligations hereunder or any under other Loan Document to which it is a party or otherwise bound except in accordance with the Investment Agreement.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) This Agreement is delivered in, is intended to be performed in, will be construed and enforceable in accordance with and governed by the internal Laws of, the State of New York, without regard to principles of conflicts of Law that would apply the Law of any State other than the State of New York. Debtor and the Collateral Agent agree that the state and federal courts in St. Louis County, Missouri or any other court in which the Collateral Agent initiates proceedings shall have exclusive



jurisdiction over all matters arising out of this Agreement and the other Loan Documents, WITHOUT LIMITATION ON THE ABILITY OF THE COLLATERAL AGENT, AND ITS SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF ANY OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF THE COLLATERAL AGENT'S RIGHTS AGAINST DEBTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF DEBTOR, INCLUDING DISPOSITIONS OF THE TRADEMARK COLLATERAL AND THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING SHALL BE EFFECTIVE IF MAILED TO DEBTOR AT THE ADDRESS SET FORTH IN SCHEDULE 2.3 OF THE INVESTMENT AGREEMENT.

(d) Any provision herein which may prove limited or unenforceable under any law or judicial ruling shall not affect the validity or enforceability of the remainder of this Agreement. All warranties, representations and covenants made by Debtor in this Agreement shall be considered to have been relied upon by the Collateral Agent and shall survive regardless of any investigation made by the Collateral Agent or on its behalf. Except as otherwise expressly provided in this Agreement, all covenants made by Debtor under this Agreement shall be deemed continuing covenants until Payment in Full of the Obligations and the termination of the Investment Agreement.

(e) Debtor hereby irrevocably authorizes the Collateral Agent to file with the United States Patent and Trademark Office (or, subject to Section 9(l), any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments hereto or any document which may be required by the United States Patent and Trademark Office (or, subject to Section 9(l), any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and the Collateral Agent as secured party. The Collateral Agent is hereby irrevocably authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to the Collateral Agent in the Trademark Collateral.

(f) The Collateral Agent shall have no duty of care with respect to the Trademark Collateral except that the Collateral Agent shall exercise reasonable care with respect to the Trademark Collateral in the Collateral Agent's custody. The Collateral Agent shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which the Collateral Agent accords its own property or (ii) the Collateral Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. The Collateral Agent will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that the Collateral Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) the Collateral Agent failed to comply with any request of Debtor or (B) the Collateral Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that the Collateral Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are

made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Collateral Agent's Lien on, the "Collateral" as defined in the Security Agreement or the Collateral Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, the Collateral Agent under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to the Collateral Agent.

(h) DEBTOR AND THE COLLATERAL AGENT HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedies by the Collateral Agent does not require that all or any other remedies be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in the Collateral Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in the Collateral Agent's judgment, providing the Collateral Agent with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to the Collateral Agent; therefore, Debtor agrees that the Collateral Agent, if the Collateral Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will automatically terminate ("Termination") upon: (i) the Payment in Full of the Obligations and (ii) the termination of the Investment Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of the Collateral Agent, and the Collateral Agent will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging such release and will deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

(l) Notwithstanding anything to the contrary herein or any of the other Loan Documents, so long as no Event of Default has occurred and is continuing, the Collateral Agent shall not, and Debtor shall not be required to, make any filings or take any other action to create (but excluding the execution, delivery and performance of this Agreement or any other Loan Document governed by the laws of any United States Governmental Authority that may create, or result in, a Lien under the laws of any jurisdiction outside of the United States, in which case any such Lien shall benefit the Collateral Agent subject to the other terms and conditions of this clause (l)) or perfect or give public notice of the Collateral Agent's Lien on the Trademark Collateral with any Governmental Authorities, or under the laws of any jurisdiction, in each case, outside of the United States. For the avoidance of any doubt, (i) this Agreement creates, and is intended to create, a Lien on all of the Trademark Collateral in favor of the Collateral Agent under the laws of the United States, and all applicable Governmental Authorities therein, at all times on and after the Effective Date and (ii) the Collateral Agent may, at any time, make any filings

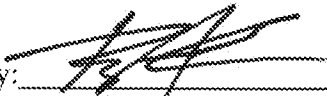
or take any other action in accordance with this Agreement with the United States Patent and Trademark Office and any other federal, state or local Governmental Authorities in the United States deemed necessary or desirable by the Collateral Agent in its Permitted Discretion to perfect, give public notice of, protect or enforce its Lien on the Trademark Collateral, including (A) filing this Agreement, together with any amendments, supplements and other documents related hereto, with the United States Patent and Trademark Office and (B) filing any UCC financing statements contemplated by this Agreement or any of the other Loan Documents with the Delaware Secretary of State or any other applicable Governmental Authorities within the United States.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement has been duly executed by Debtor and Collateral Agent as of the Effective Date, to be effective at all times on and after the consummation of the Acquisition.

**DEBTOR:**

**LONGSTRETH SPORTING GOODS, LLC**

By:   
Name: Keith Carlson  
Title: Treasurer

**COLLATERAL AGENT:**

**EAGLE FUND V, LP**, as Collateral Agent  
a Missouri limited partnership

By: EAGLE FUND V PARTNERS, LLC  
Its: General Partner

By: EAGLE PRIVATE CAPITAL V, INC.  
Its: Agent

By: \_\_\_\_\_  
Name: James J. Tighe III  
Title: Managing Director

IN WITNESS WHEREOF, this Agreement has been duly executed by Debtor and Collateral Agent as of the Effective Date, to be effective at all times on and after the consummation of the Acquisition.

**DEBTOR:**

**LONGSTRETH SPORTING GOODS, LLC**

By: \_\_\_\_\_

Name: Keith Carlson

Title: Treasurer

**COLLATERAL AGENT:**

**EAGLE FUND V, LP**, as Collateral Agent  
a Missouri limited partnership

By: **EAGLE FUND V PARTNERS, LLC**

Its: General Partner

By: **EAGLE PRIVATE CAPITAL V, INC.**

Its: Agent

By: \_\_\_\_\_

Name: James J. Tighe III

Title: Managing Director

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 008213 FRAME: 0355**

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

1. United States Domestic Registered and Pending Trademarks:

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LONGSTRETH (word mark)	97409839	May 13, 2022	Reg. No. 7097622	July 4, 2023
CB CRANBARRY (design)	78977532	July 22, 2005	Reg. No. 3280015	August 14, 2007
CRANBARRY (word mark)	77028493	October 24, 2006	Reg. No. 3300783	October 2, 2007

2. Foreign Registered and Pending Trademarks: None.
3. Trademark License Rights: None.
4. Releases, Covenants Not to Sue, or Non-assertion Assurances: None.