

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Sportsman Marketing, L.L.C.		01/10/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	7042819	BERMUDA	
Registration Number:	7042820	AXIS	
Registration Number:	7130472	BLACK CHROME	
Registration Number:	7042826	FEATHER	
Registration Number:	7042827	ULTRA SWIMBAIT	
Registration Number:	7093559	PHENIX CUSTOM QUALITY RODS	
Registration Number:	7042828	K2	
Registration Number:	5793518	BLACK DIAMOND	
Registration Number:	5793522	M1	
Registration Number:	5793500	PHENIX	
Registration Number:	5794546	TRIFECTA	
Registration Number:	5793525	MEGALODON	
Registration Number:	5793524	RTS	
Registration Number:	5794509	SUPER FLIPPER	
Registration Number:	5793523	PANDORA	
Registration Number:	5799873	DRAGONFLY	
Registration Number:	5799874	REAPER	
Registration Number:	5799875	REDEYE	
Registration Number:	5799862	IRONFEATHER	

OP \$640.00 7042819

Property Type	Number	Word Mark
Registration Number:	5799877	HYDRA
Registration Number:	5799870	ELIXIR
Registration Number:	5794508	MAXIM
Registration Number:	5794504	MBX
Serial Number:	97916708	CLASSIC BFS
Serial Number:	97331275	FISH A LEGEND

CORRESPONDENCE DATA

Fax Number: 7044448857

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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	01/17/2024

Total Attachments: 8

- source=Executed Trademark Security Agreement - GSM - Alter Domus (2L) (Phenix) (2024)#page1.tif
- source=Executed Trademark Security Agreement - GSM - Alter Domus (2L) (Phenix) (2024)#page2.tif
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TRADEMARK SECURITY AGREEMENT

**TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES**

January 10, 2024

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 Second Lien 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 Alter Domus (US) LLC, as administrative agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Second Lien 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.

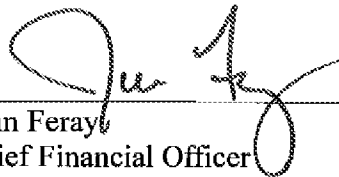
GRANTOR:

GOOD SPORTSMAN MARKETING, L.L.C.

By: _____

Name: John Ferayt

Title: Chief Financial Officer

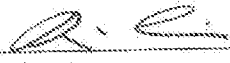
A handwritten signature in black ink, appearing to read "John Ferayt", is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008319 FRAME: 0356

ACKNOWLEDGED:

ALTER DOMUS (US) LLC, as Agent

By:  _____

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008319 FRAME: 0357

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.	BERMUDA	97381637; 4/26/2002	7042819; 5/2/2023
2.	Good Sportsman Marketing, L.L.C.	AXIS	97381737; 4/26/2022	7042820; 5/2/2023
3.	Good Sportsman Marketing, L.L.C.	BLACK CHROME	97384221; 4/27/2022	7130472; 8/8/2023
4.	Good Sportsman Marketing, L.L.C.	FEATHER	97384276; 4/27/2022	7042826; 5/2/2023
5.	Good Sportsman Marketing, L.L.C.	ULTRA SWIMBAIT	97384335; 4/27/2022	7042827; 5/2/2023
6.	Good Sportsman Marketing, L.L.C.		97625857; 10/10/2022	7093559; 6/27/2023
7.	Good Sportsman Marketing, L.L.C.	K2	97384377; 4/27/2022	7042828; 5/2/2023
8.	Good Sportsman Marketing, L.L.C.	BLACK DIAMOND	88212899; 11/30/2018	5793518; 7/2/2019
9.	Good Sportsman Marketing, L.L.C.	M1	88212992; 11/30/2018	5793522; 7/2/2019
10.	Good Sportsman Marketing, L.L.C.	PHENIX	88212391; 11/30/2018	5793500; 7/2/2019
11.	Good Sportsman Marketing, L.L.C.	TRIFECTA	88228652; 12/13/2018	5794546; 7/2/2019

12.	Good Sportsman Marketing, L.L.C.	MEGALODON	88213056; 11/30/2018	5793525; 7/2/2019
13.	Good Sportsman Marketing, L.L.C.	RTS	88213049; 11/30/2018	5793524; 7/2/2019
14.	Good Sportsman Marketing, L.L.C.	SUPER FLIPPER	88225582; 12/11/2018	5794509; 7/2/2019
15.	Good Sportsman Marketing, L.L.C.	PANDORA	88213039; 11/30/2018	5793523; 7/2/2019
16.	Good Sportsman Marketing, L.L.C.	DRAGONFLY	88228981; 12/13/2018	5799873; 7/9/2019
17.	Good Sportsman Marketing, L.L.C.	REAPER	88228988; 12/13/2018	5799874; 7/9/2019
18.	Good Sportsman Marketing, L.L.C.	REDEYE	88229009; 12/13/2018	5799875; 7/9/2019
19.	Good Sportsman Marketing, L.L.C.	IRONFEATHER	88228814; 12/13/2018	5799862; 7/9/2019
20.	Good Sportsman Marketing, L.L.C.	HYDRA	88229018; 12/13/2018	5799877; 7/9/2019
21.	Good Sportsman Marketing, L.L.C.	ELIXIR	88228938; 12/13/2018	5799870; 7/9/2019
22.	Good Sportsman Marketing, L.L.C.	MAXIM	88225565; 12/11/2018	5794508; 7/2/2019
23.	Good Sportsman Marketing, L.L.C.	MBX	88225438; 12/11/2018	5794504; 7/2/2019

24.	Good Sportsman Marketing, L.L.C.	CLASSIC BFS	97916708; 5/2/2023	Pending
25.	Good Sportsman Marketing, L.L.C.	FISH A LEGEND	97331275; 3/25/22	Pending

TRADEMARK LICENSES

None.