

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI131945

<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.		03/29/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Alter Domus (US) LLC, as Agent		
<b>Street Address:</b>	225 W. Washington St., 9th 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4421272	TOP TOAD	
<b>Registration Number:</b>	3172406	RIBBIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
	<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>	7043432104		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Terry Witcher		
<b>SIGNATURE:</b>	Terry Witcher		
<b>DATE SIGNED:</b>	03/29/2024		
<b>Total Attachments: 5</b>			
source=Trademark (IP) Security Agreement - Alter Domus (2L) - GSM_Hale Lure EXECUTED (2024-Mar-29)#page1.tif			
source=Trademark (IP) Security Agreement - Alter Domus (2L) - GSM_Hale Lure EXECUTED (2024-Mar-29)#page2.tif			

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TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES

March 29, 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.

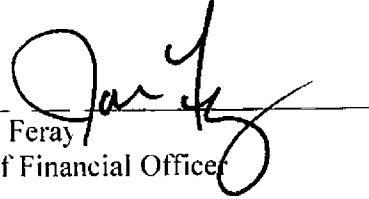
GRANTOR:

GOOD SPORTSMAN MARKETING, L.L.C.

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

Name: John Feray

Title: Chief Financial Officer

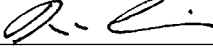
A handwritten signature in black ink, appearing to read "John Feray", is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008384 FRAME: 0365**

ACKNOWLEDGED:

ALTER DOMUS (US) LLC, as Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008384 FRAME: 0366**

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.	<b>Top Toad</b>	85861910; 2/27/2013	4421272; 10/22/2013
2.	Good Sportsman Marketing, L.L.C.	<b>RIBBIT</b>	78603748; 4/7/2005	3172406; 11/14/2006

TRADEMARK LICENSES

None.