

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.212/04/2014
900308951

ETAS ID: TM325045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportsman 's Warehouse, Inc.		12/03/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 West Washington Street, Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2390988	SPORTSMAN'S WAREHOUSE HUNTING FISHING CA	
Registration Number:	2911265	VITAL IMPACT	
Registration Number:	3001204	THE GREAT INDOORS FOR THOSE WHO LOVE THE	
Registration Number:	3223766	SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTE	
Registration Number:	3472243	SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER	
Registration Number:	3675144	SPORTSMAN'S WAREHOUSE	
Registration Number:	3886160	SPORTSMAN'S WAREHOUSE	
Registration Number:	3886154	SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER	
Registration Number:	3095578	LOST RIVER	
Registration Number:	3172144	ELK HUNTER	
Registration Number:	4267214	SPORTSMAN'S NEWS THE OFFICIAL PUBLICATIO	
Serial Number:	86374484	K	
Serial Number:	86374477	KILLIK	
Serial Number:	86343199	VI VITAL IMPACT	
Serial Number:	86015232	TAKE IT OUTSIDE	
Serial Number:	86015241	SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER	
Serial Number:	86004216	SW	
Serial Number:	85727803		
Serial Number:	85721995	RUSTIC RIDGE	
Serial Number:	86343196	VITAL IMPACT	

CH \$540.00 2390988

Property Type	Number	Word Mark
Serial Number:	86374482	K KILLIK

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082/012
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/04/2014

Total Attachments: 6

source=015 Trademark Security Agreement (KKR-Sportsman's)#page1.tif

source=015 Trademark Security Agreement (KKR-Sportsman's)#page2.tif

source=015 Trademark Security Agreement (KKR-Sportsman's)#page3.tif

source=015 Trademark Security Agreement (KKR-Sportsman's)#page4.tif

source=015 Trademark Security Agreement (KKR-Sportsman's)#page5.tif

source=015 Trademark Security Agreement (KKR-Sportsman's)#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of December 3, 2014, by Sportsman’s Warehouse, Inc., a Utah corporation (the “Borrower”, and herein referred to as “Grantor”), in favor of Cortland Capital Market Services LLC, located at 225 West Washington Street, Suite 2100, Chicago, IL 60606, as collateral agent (in such capacity, including any successor thereto, the “Collateral Agent”) for the Secured Parties (as defined in the Term Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Grantor owns the Trademark (as defined in the Guarantee and Collateral Agreement referenced below) registrations and applications listed as owned by Grantor on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Term Loan Agreement dated as of December 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”) among the Borrower, Holdings, the Lenders (as each is defined in the Term Loan Agreement) and, in its capacity as administrative agent and collateral agent, the Collateral Agent, the Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein; and

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of that certain Guarantee and Collateral Agreement dated as of December 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto (including Grantor) and, in its capacity as collateral agent, the Collateral Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time may acquire any right, title or interest, as security for the payment or performance, as the case may be of the Obligations (as defined in the Term Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, as security for the payment or performance, as the case may be of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in or to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time may acquire any right, title or interest:

- (a) all of the Trademarks owned by Grantor, including, without limitation:
 - (i) each Trademark registration and application listed as owned by Grantor on Schedule 1 annexed hereto;
 - (ii) all goodwill associated therewith or symbolized by such Trademark registrations and applications, and

- (iii) all proceeds of and products of such Trademark registrations and applications, including any claim by Grantor against third parties for past, present, future infringement or dilution of such Trademark registrations and applications or injury to the goodwill associated with such Trademark registrations and applications.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Trademark" shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor's "intent-to-use" such Trademark (unless and until a statement of use in connection therewith has been filed with the United States Patent and Trademark Office). Grantor acknowledges that, following the filing with the United States Patent and Trademark Office of a statement of use with respect to any intent-to-use Trademark, Grantor's interest in any such intent-to-use Trademark application shall automatically be subject to the security interest in favor of the Collateral Agent granted hereunder.

The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Agreement shall be construed in accordance with and governed by the laws of the state of New York, without regard to conflict of laws principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SPORTSMAN'S WAREHOUSE, INC.

By: _____

A handwritten signature in black ink, appearing to read "Kevan Talbot", written over a horizontal line.

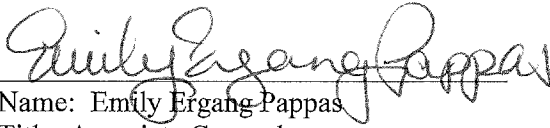
Name: Kevan Talbot

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005414 FRAME: 0882

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. DATE	REG. NO.
SPORTSMAN'S WAREHOUSE HUNTING FISHING CAMPING RELOADING OUTERWEAR FOOTWEAR and design	10/03/2000	2,390,988
VITAL IMPACT	12/14/2004	2,911,265
THE GREAT INDOORS FOR THOSE WHO LOVE THE GREAT OUTDOORS	09/27/2005	3,001,204
SPORTSMAN'S WAREHOUSE EST. 1986 OUTFITTER with design	04/03/2007	3,223,766
SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER and design	07/22/2008	3,472,243
SPORTSMAN'S WAREHOUSE	09/01/2009	3,675,144
SPORTSMAN'S WAREHOUSE and design	12/07/2010	3,886,160
SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER HUNTING · FISHING · CAMPING · RELOADING · OUTERWEAR · FOOTWEAR and design	12/07/2010	3,886,154
LOST RIVER	05/23/2006	3,095,578
ELK HUNTER	11/14/2006	3,172,144
SPORTSMAN'S NEWS THE OFFICIAL PUBLICATION OF SPORTSMAN'S WAREHOUSE	01/01/2013	4,267,214

<u>TRADEMARK</u>	<u>APPLICATION DATE</u>	<u>APPLICATION NUMBER</u>
K	08/22/2014	86/374,484
Killik	08/22/2014	86/374,477
K KILLIK	08/22/2014	86/374,482
VI VITAL IMPACT	07/21/2014	86/343,199
VITAL IMPACT	07/21/2014	86/343,196
TAKE IT OUTSIDE	07/19/2013	86/015,232
SPORTSMAN'S WAREHOUSE AMERICA'S PREMIER OUTFITTER HUNTING FISHING CAMPING RELOADING CLOTHING FOOTWEAR TAKE IT OUTSIDE	07/19/2013	86/015,241
SW	07/08/2013	86/004,216
DESIGN (Outline of Mountain Range)	09/13/2012	85/727,803
RUSTIC RIDGE	09/06/2012	85/721,995