

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336567

<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>
Millennium Outdoors, LLC		10/08/2014	LIMITED LIABILITY COMPANY: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stonehenge Capital Fund Mississippi I, LLC		
<b>Street Address:</b>	3625 North Hall Street		
<b>Internal Address:</b>	Suite 520		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75219		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2001676	OL'MAN	
<b>Registration Number:</b>	3882994	THE CLAW	
<b>Serial Number:</b>	86275093	MILLENNIUM TREESTANDS	
<b>Serial Number:</b>	86275094	MILLENNIUM MARINE	
<b>Serial Number:</b>	86275095	SPYDERLOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9016807201		
<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>	901-680-7351		
<b>Email:</b>	trademark.docket@butlersnow.com		
<b>Correspondent Name:</b>	Barbara Arnold		
<b>Address Line 1:</b>	6075 Poplar Avenue		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38119		
<b>NAME OF SUBMITTER:</b>	Barbara Arnold		
<b>SIGNATURE:</b>	/barbara arnold/		
<b>DATE SIGNED:</b>	03/30/2015		

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**Total Attachments: 5**

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**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

File Number: 20151597754B  
Date Filed: 3/9/2015 5:00:00 PM  
C. Delbert Hosemann, Jr.  
Secretary of State

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Kenneth A. Primos**  
**Butler Snow LLP**  
**P.O. Box 6010**  
**Ridgeland, MS 39158**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**20141474835A**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  Debtor or  Secured Party of record  
**AND** Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

The collateral description referenced in financing statement #20141474835A is hereby restated in its entirety to read as stated on Exhibit A attached hereto and a part hereof.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Millennium Outdoors, LLC**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**MS Secretary of State (Stonehenge Capital Fund Mississippi I, LLC - secured party)**

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EXHIBIT A

Debtor: MILLENNIUM OUTDOORS, LLC, a Mississippi limited liability company

Secured Party: STONEHENGE CAPITAL FUND MISSISSIPPI I, LLC, a Delaware limited liability company

All of the Debtor's right, title and interest in and under or arising out of each and all of the following:

All personal property and fixtures of the Debtor of any type or description, wherever located and now existing or hereafter arising, acquired or consigned to the Debtor, including, but not limited to, the following:

(i) all of the Debtor's goods including, without limitation:

(1) all inventory, whether raw materials, in process or finished, all material or equipment usable in processing the same and all documents of title covering any inventory (collectively, the "Inventory"); and

(2) all equipment (collectively, the "Equipment") employed in connection with the Debtor's business, together with all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof; and

(ii) all of the Debtor's present and future accounts, accounts receivable, general intangibles and contract rights (collectively, the "Accounts"), including, but not limited to, the Debtor's rights (including rights to payment), under all Assigned Agreements and all other Accounts (and any supplements thereto), and all Intellectual Property (including but not limited to such Intellectual Property described on Addendum 1 attached hereto, and any supplements thereto), together with the following:

(1) all claims, rights, powers or privileges and remedies of the Debtor relating thereto or arising in connection therewith, including, without limitation, all rights of the Debtor to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval, together with full power and authority to demand, receive, enforce, collect or give receipt for any of the foregoing or any property which is the subject of the Assigned Agreements, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which

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(in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing;

(2) all liens, security, guaranties, endorsements, warranties and indemnities and all insurance and claims for insurance relating thereto or arising in connection therewith;

(3) all rights to property forming the subject matter of the Accounts, including, without limitation, rights to stoppage in transit and rights to returned or repossessed property;

(4) all writings relating thereto or arising in connection therewith, including, without limitation, all notes, contracts, security agreements, guaranties, chattel paper and other evidence of indebtedness or security, all powers-of-attorney, all books, records, ledger cards and invoices, all credit information, reports or memorandums and all evidence of filings or registrations relating thereto;

(5) all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Debtor, all copyrights, all trade names, service marks, logos and the like owned or used by the Debtor and used or useful in the business of the Debtor and goodwill relating to the same; and all licenses or other agreements granted to the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or used, all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, material standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs and the like pertaining to operations by the Debtor in, on or about any of the Debtor's plants or warehouses, all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of the Debtor's plants, and all accounting information pertaining to operations in, on or about any of its plants, and all media in which or on which any of the information or knowledge or data is stored or contained, and all computer programs used for the compilation or printout of such information, knowledge, records or data; and

(6) all accounts, contract rights, general intangibles and other property rights of any nature whatsoever arising out of or in connection with the foregoing, including, without limitation, payments due and to become due, whether as repayments, reimbursements, contractual obligations, indemnities, damages or otherwise; and

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(iii) all other personal property of the Debtor of any nature whatsoever, including, without limitation, all accounts, bank accounts, deposits, credit balances, contract rights, inventory, general intangibles, goods, equipment, instruments, chattel paper, machinery, furniture, furnishings, fixtures, tools, supplies, appliances, plans and drawings, together with all customer lists and records of the business, and all property from time to time described in any financing statement (UCC-1) naming the Secured Party as secured party; and

(iv) all additions, accessions, replacements, substitutions or improvements and all products and proceeds, including, without limitation, proceeds of insurance, of any and all of the Collateral described in clauses (i) through (iii) above.

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in that certain Security Agreement dated October 8, 2014, between MILLENNIUM OUTDOORS, LLC, a Mississippi limited liability company, and STONEHENGE CAPITAL FUND MISSISSIPPI I, LLC, a Delaware limited liability company

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ADDENDUM 1

Intellectual Property

U.S. Patents

<i>APPLICATION NUMBER</i>	<i>PATENT NUMBER</i>	<i>FILED DATE</i>	<i>ISSUE DATE</i>	<i>TITLE</i>
10/377,373	6,735,911	02/28/2003	05/18/2004	Earth Anchor
11/336,276	7,174,995	01/20/2006	02/13/2007	Collapsible Tree Stand
29/496,731		07/16/2014		Boat Seat
29/496,736		07/16/2014		Boat Seat

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US Trademarks

<i>MARK</i>	<i>APP./REG. DATE</i>	<i>APP./REG. NUMBER</i>	<i>GOODS</i>
OL'MAN	09/17/1996	2,001,676	Tree stands for rifle/bow use
THE CLAW	11/30/2010	3,882,994	Metal anchoring system for anchoring objects and animals to soil in the nature of a metal clamp device with stakes; metal tie-up anchor for animals; device for securing aircraft parked on soil in the nature of a metal clamp device with stakes used to secure aircraft to the ground by tethering the aircraft body to the ground below
MILLENNIUM TREESTANDS	05/07/2014	86/275,093	Tree stands and blind chairs for hunting and accessory parts therefore
MILLENNIUM MARINE	05/07/2014	86/275,094	Boat seats and accessories for same
SPYDERLOK	05/07/2014	86/275,095	Fishing rig stands

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