

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPORTSMAN'S WAREHOUSE, INC.		08/26/2015	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	ONE BOSTON PLACE		
Internal Address:	18th FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86608803	BARRIER SPECS	
Serial Number:	86608797	CHILL-OUT DRY-OUT	
Serial Number:	86608791	CHILL-OUT DRY-OUT	
Serial Number:	86608789	SCENT STOP	
Serial Number:	86608783	SCENT STOP	
Serial Number:	86608782	SCENT STOP	
Serial Number:	86374484	K	
Serial Number:	86374477	KILLIK	
Serial Number:	86374482	K KILLIK	
Serial Number:	86343199	VI VITAL IMPACT	
Serial Number:	86343196	VITAL IMPACT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		

OP \$290.00 86608803

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F157849

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 08/27/2015

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

August 26, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SPORTSMAN'S WAREHOUSE, INC., referred to as the "Grantor") with principal offices at 7035 South High Tech Drive, Midvale, Utah 84047, hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION (as successor by merger to Wells Fargo Retail Finance, LLC), a national banking association with offices at One Boston Place, 18th Floor, Boston, Massachusetts 02108, as Collateral Agent (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee as of May 28, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

SPORTSMAN'S WAREHOUSE, INC., as Grantor

By: 

Name: Kevan Talbot

Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to Wells
Fargo Retail Finance, LLC), as Collateral Agent
and Grantee

By: _____

Name: Peter Foley

Title: Duly Authorized Signatory

Signature Page to Grant of Security Interest in United States Trademarks

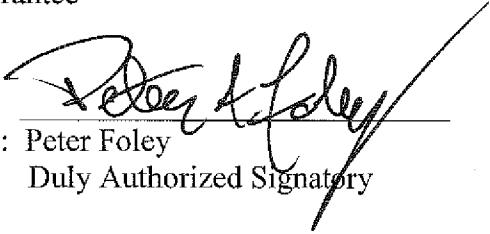
TRADEMARK
REEL: 005610 FRAME: 0174

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

SPORTSMAN'S WAREHOUSE, INC., as Grantor

By: _____
Name: Kevan Talbot
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to Wells
Fargo Retail Finance, LLC), as Collateral Agent
and Grantee

By: 
Name: Peter Foley
Title: Duly Authorized Signatory

SCHEDULE A – MARKS

<u>Trademark</u>	<u>Registration Date/ Application Date</u>	<u>Registration No./ Application No.</u>
BARRIER SPECS	04/24/2015	86/608,803
CHILL-OUT DRY-OUT	04/24/2015	86/608,797
CHILL-OUT DRY-OUT	04/24/2015	86/608,791
SCENT STOP	04/24/2015	86/608,789
SCENT STOP	04/24/2015	86/608,783
SCENT STOP	04/24/2015	86/608,782
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