TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520939

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Birchwood Casey, LLC		04/25/2019	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	0509235	RIG
Registration Number:	0876870	PERMA BLUE
Registration Number:	0878059	PRESTO
Registration Number:	0894872	BIRCHWOOD CASEY
Registration Number:	0895876	TRU-OIL
Registration Number:	1161003	RIG-RAG
Registration Number:	1304544	GUN SCRUBBER
Registration Number:	1572127	WORLD OF TARGETS
Registration Number:	1746633	BIRCHWOOD CASEY
Registration Number:	1778509	BORE SCRUBBER
Registration Number:	1845553	CLEANPOWER
Registration Number:	2025503	SHOOT-N-C
Registration Number:	2760628	TARGET SPOTS
Registration Number:	2797935	GALLERY
Registration Number:	2800488	QUALIFIER
Registration Number:	2934230	DIRTY BIRD
Registration Number:	3077494	BARRICADE
Registration Number:	4019215	DARKOTIC

OP $1240.00 0509235

Property Type	Number	Word Mark
Registration Number:	4019230	FINE PRINT
Registration Number:	4019290	GO FETCH
Registration Number:	4019292	PRIMAL CUT
Registration Number:	4019294	SPECIAL DELIVERY
Registration Number:	4019295	SHOPPING SPREE
Registration Number:	4076832	SMOKEHOUSE
Registration Number:	4076835	DRAIN PIPE
Registration Number:	4215296	STICK A BULL
Registration Number:	4279300	SNACK RABBIT
Registration Number:	4279315	GROUNDS CREW
Registration Number:	4375781	PREGAME
Registration Number:	4375782	TRICK SHOT
Registration Number:	4375783	STAR BURST
Registration Number:	4375784	CHECKERED FLAG
Registration Number:	4403121	SHOOT N SPIN
Registration Number:	4539627	WINGONE
Registration Number:	4847452	BOOMSLANG
Registration Number:	4948970	HOPPER SPIT
Registration Number:	5096816	KING OF DIAMONDS
Registration Number:	5092546	ACE OF DIAMONDS
Registration Number:	5489959	GUN PLUMBER
Registration Number:	5509791	THREAT PERCEPTION
Registration Number:	5350509	FREEDOM TARGETS
Registration Number:	5483972	KREST
Registration Number:	5350375	LYCUS
Registration Number:	5350373	SKYTE
Registration Number:	5257865	OFFEYE
Registration Number:	5162870	MULE KICK
Registration Number:	5096817	JACK OF DIAMONDS
Serial Number:	88318607	SMOKE RING
Registration Number:	4943961	LITTLE RATTLER

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 4:	Chicago, ILLINOIS 60611
NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	04/26/2019

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated as of April 25, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of NXT CAPITAL, LLC, as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, GSM ACQUISITION HOLDCO, CORP., a Delaware corporation ("Holdings"), GSM ACQUISITION BUYER, INC., a Delaware corporation (the "Initial Borrower"), immediately upon consummation of the Holdco Merger (as defined in the Credit Agreement defined below), GSM INVESTMENT, INC., a Delaware corporation, immediately upon consummation of the Opco Merger (as defined in the Credit Agreement defined below), GSM HOLDINGS, INC., a Delaware corporation (the "Company"), The Governor and Company of the Bank of Ireland, as agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2018 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security 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. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BIRCHWOOD CASEY, LLC, as Grantor

By: Owen M Basham

Name: Owen M. Basham
Title: Vice President and Assistant Secretary

[*Signature Page to Trademark Security Agreement*]

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Andrew Ippolite
Title: Director

[*Signature Page to Trademark Security Agreement*]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Owner	Application/ Registration No.	Reg./ App Date	Status
RIG	Birchwood Casey, LLC	509,235	5/3/49	Registered
Perma Blue	Birchwood Casey, LLC	876,870	9/16/69	Registered
Presto	Birchwood Casey, LLC	878,059	10/7/69	Registered
Birchwood Casey	Birchwood Casey, LLC	894,872	7/21/70	Registered
Tru-Oil	Birchwood Casey, LLC	895,876	8/4/70	Registered
Rig-Rag	Birchwood Casey, LLC	1,161,003	7/14/81	Registered
Gun Scrubber	Birchwood Casey, LLC	1,304,544	11/13/84	Registered
World of Targets & Design	Birchwood Casey, LLC	1,572,127	12/19/89	Registered
Birchwood Casey & Design	Birchwood Casey, LLC	1,746,633	1/19/93	Registered
Bore Scrubber	Birchwood Casey, LLC	1,778,509	6/22/93	Registered
Cleanpower	Birchwood Casey, LLC	1,845,553	7/19/94	Registered
Shoot-N-C	Birchwood Casey, LLC	2,025,503	12/24/96	Registered
Target Spots	Birchwood Casey, LLC	2,760,628	9/9/03	Registered
Gallery	Birchwood Casey, LLC	2,797,935	12/23/03	Registered
Qualifier	Birchwood Casey, LLC	2,800,488	12/30/03	Registered
Dirty Bird	Birchwood Casey, LLC	2,934,230	3/15/05	Registered
Barricade	Birchwood Casey, LLC	3,077,494	4/4/06	Registered
Darkotic	Birchwood Casey, LLC	4,019,215	8/30/11	Registered
Fine Print	Birchwood Casey, LLC	4,019,230	8/30/11	Registered
Go Fetch	Birchwood Casey, LLC	4,019,290	8/30/11	Registered

Primal Cut	Birchwood Casey, LLC	4,019,292	8/30/11	Registered
Special Delivery	Birchwood Casey, LLC	4,019,294	8/30/11	Registered
Shopping Spree	Birchwood Casey, LLC	4,019,295	8/30/11	Registered
Smokehouse	Birchwood Casey, LLC	4,076,832	12/27/11	Registered
Drain Pipe	Birchwood Casey, LLC	4,076,835	12/27/11	Registered
Stick A Bull	Birchwood Casey, LLC	4,215,296	9/25/12	Registered
Snack Rabbit	Birchwood Casey, LLC	4,279,300	1/22/13	Registered
Grounds Crew	Birchwood Casey, LLC	4,279,315	1/22/13	Registered
Pregame	Birchwood Casey, LLC	4,375,781	7/30/13	Registered
Trick Shot	Birchwood Casey, LLC	4,375,782	7/30/13	Registered
Star Burst	Birchwood Casey, LLC	4,375,783	7/30/13	Registered
Checkered Flag	Birchwood Casey, LLC	4,375,784	7/30/13	Registered
Shoot N Spin	Birchwood Casey, LLC	4,403,121	9/17/13	Registered
Wingone	Birchwood Casey, LLC	4,539,627	5/27/14	Registered
Boomslang	Birchwood Casey, LLC	4,847,452	11/3/15	Registered
Hopper Spit	Birchwood Casey, LLC	4,948,970	5/3/16	Registered
Little Rattler	Birchwood Casey, LLC	4,943,961	4/26/16	Registered
King of Diamonds	Birchwood Casey, LLC	5,096,816	12/6/16	Registered
Ace of Diamonds	Birchwood Casey, LLC	5,092,546	11/29/16	Registered
Gun Plumber	Birchwood Casey, LLC	5,489,959	6/12/18	Registered
Threat Perception	Birchwood Casey, LLC	5,509,791	7/3/18	Registered
Freedom Targets	Birchwood Casey, LLC	5,350,509	12/5/17	Registered
Krest	Birchwood Casey, LLC	5,483,972	6/5/18	Registered
Lycus	Birchwood Casey, LLC	5,350,375	12/5/17	Registered

Skyte	Birchwood Casey, LLC	5,350,373	12/5/17	Registered
Offeye	Birchwood Casey, LLC	5,257,865	8/1/17	Registered
Mule Kick	Birchwood Casey, LLC	5,162,870	3/14/17	Registered
Wingone	Birchwood Casey, LLC	4,539,627	5/27/14	Registered
Jack of Diamonds	Birchwood Casey, LLC	5,096,817	12/6/16	Registered
Smoke Ring	Birchwood Casey, LLC	88/318,607	2/27/19	Pending