TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Good Sportsman Marketing, L.L.C.		01/15/2021	Limited Liability Company: DELAWARE

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: 69

Property Type	Number	Word Mark
Registration Number:	2059595	AK-47
Registration Number:	3486036	AMERICAN LAWMAN
Registration Number:	1763841	AMERICAN TOMAHAWK COMPANY
Registration Number:	4921470	ANYTIME ANYWHERE
Registration Number:	3877441	BATTLE GEAR
Registration Number:	5162327	BIG BOAT BAT
Registration Number:	2031043	THE BIG STICK COMPANY SPEAK SOFTLY BUT C
Registration Number:	4800447	BOAR COLLECTOR
Registration Number:	5162326	BOAT BAT
Registration Number:	2072560	
Registration Number:	4507177	CHAOS
Registration Number:	4511953	CODE 4
Registration Number:	5492358	COLD STEEL
Registration Number:	4441514	COLD STEEL
Registration Number:	3603693	DOUBLE AGENT
Registration Number:	3632364	ESPADA
Registration Number:	3181776	FGX
Registration Number:	3199604	FGX BOOT BLADE

OP $1740.00 2059595

Property Type	Number	Word Mark
Registration Number:	3197482	FGX CAT TANTO
Registration Number:	3199603	FGX JUNGLE DART
Registration Number:	3197483	FGX PUSH BLADE
Registration Number:	3284730	FGX SKEAN DHU
Registration Number:	3276673	FGX TAI PAN
Registration Number:	5172494	FINN HAWK
Registration Number:	5027878	FLASH-TEK
Registration Number:	5302129	GOLDEN EYE
Registration Number:	3118373	HATAMOTO
Registration Number:	4610437	HIDE OUT
Registration Number:	4068410	HOLD OUT
Registration Number:	2088227	KOBUN
Registration Number:	3266736	KUDU
Registration Number:	3476547	LAREDO BOWIE
Registration Number:	4171735	LEATHERNECK
Registration Number:	4515782	MARAUDER
Registration Number:	1678983	MASTER HUNTER
Registration Number:	4086811	MINI TAC
Registration Number:	5205935	MIZUTORI
Registration Number:	5307238	MONOLITHIC AXE AND TOOL
Registration Number:	3540930	NATCHEZ BOWIE
Registration Number:	3276680	NOMET TECHNOLOGY
Registration Number:	2080053	PEACE KEEPER
Registration Number:	3528235	PERFECT BALANCE
Registration Number:	3641112	POCKET SHARK
Registration Number:	3528236	PRO BALANCE
Registration Number:	3603692	RAJAH
Registration Number:	4938010	RANCH BOSS
Registration Number:	2557326	RECON 1
Registration Number:	4538961	ROYAL KUKRI MACHETE
Registration Number:	3540187	SAN MAI III
Registration Number:	3540202	SAN MAI
Registration Number:	2646826	SECURE-EX
Registration Number:	3363040	SHANGHAI SHADOW
Registration Number:	5449009	SILVER EYE
Registration Number:	3143506	SPECTRE
Registration Number:	5423988	SPETSNAZ
Registration Number:	1651892	SRK

Property Type	Number	Word Mark
Registration Number:	2021232	STEEL TIGER
Registration Number:	3528238	SURE BALANCE
Registration Number:	2041435	TAI PAN
Registration Number:	2732772	THE SPIKE
Registration Number:	2554335	TI-LITE
Registration Number:	2018319	TORPEDO
Registration Number:	1508945	TRAIL MASTER
Registration Number:	3818976	TRENCH HAWK
Registration Number:	3609856	TRI-AD
Registration Number:	1879116	VOYAGER
Registration Number:	4739468	WAR HAWK
Registration Number:	3873939	WAR GEAR
Serial Number:	88943949	BONE SAW

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 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	01/15/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

January 15, 2021

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 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 NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the 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 Warner
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Jeff White
Title: Vice President

SCHEDULE 1
to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND

TRADEMARK APPLICATIONS

See attachment.

TRADEMARK LICENSES

None.

U.S. TRADEMARKS

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
1.	AK-47	74478991 01/14/1994	2059595 05/06/1997	GOOD SPORTSMAN MARKETING, L.L.C.
2.	American Lawman	77260920 08/21/2007	3486036 08/12/2008	GOOD SPORTSMAN MARKETING, L.L.C.
3.	American Tomahawk Company	74163567 05/06/1991	1763841 04/06/1993	GOOD SPORTSMAN MARKETING, L.L.C.
4.	Anytime Anywhere	86567793 03/18/2015	4921470 03/22/2016	GOOD SPORTSMAN MARKETING, L.L.C.
5.	Battle Gear	77595423 10/17/2008	3877441 11/16/2010	GOOD SPORTSMAN MARKETING, L.L.C.
6.	Big Boat Bat	86846350 12/11/2015	5162327 03/14/2017	GOOD SPORTSMAN MARKETING, L.L.C.
7.	BIG STICK COMPANY & Design	74669064 05/02/1995	2031043 01/14/1997	GOOD SPORTSMAN MARKETING, L.L.C.
8.	Boar Collector	86161238 01/09/2014	4800447 08/25/2015	GOOD SPORTSMAN MARKETING, L.L.C.
9.	Boat Bat	86846288 12/11/2015	5162326 03/14/2017	GOOD SPORTSMAN MARKETING, L.L.C.
10.	Bushman Design	74718894 08/21/1995	2072560 06/17/1997	GOOD SPORTSMAN MARKETING, L.L.C.
11.	Chaos	85808424 12/20/2012	4507177 04/01/2014	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
12.	Code 4	85808459 12/20/2012	4511953 04/08/2014	GOOD SPORTSMAN MARKETING, L.L.C.
13.	Cold Steel	85594449 04/11/2012	5492358 06/12/2018	GOOD SPORTSMAN MARKETING, L.L.C.
14.	Cold Steel	85978062 04/11/2012	4441514 11/26/2013	GOOD SPORTSMAN MARKETING, L.L.C.
15.	Double Agent	77342417 12/03/2007	3603693 04/07/2009	GOOD SPORTSMAN MARKETING, L.L.C.
16.	Espada	77342286 12/03/2007	3632364 06/02/2009	GOOD SPORTSMAN MARKETING, L.L.C.
17.	FGX	78576313 02/28/2005	3181776 12/05/2006	GOOD SPORTSMAN MARKETING, L.L.C.
18.	FGX Boot Blade	78577818 03/01/2005	3199604 01/16/2007	GOOD SPORTSMAN MARKETING, L.L.C.
19.	FGX Cat Tanto	78576315 02/28/2005	3197482 01/09/2007	GOOD SPORTSMAN MARKETING, L.L.C.
20.	FGX Jungle Dart	78577796 03/01/2005	3199603 01/16/2007	GOOD SPORTSMAN MARKETING, L.L.C.
21.	FGX Push Blade	78577802 03/01/2005	3197483 01/09/2007	GOOD SPORTSMAN MARKETING, L.L.C.
22.	FGX Skean Dhu	77040552 11/09/2006	3284730 08/28/2007	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
23.	FGX Tai Pan	78576318 02/28/2005	3276673 08/07/2007	GOOD SPORTSMAN MARKETING, L.L.C.
24.	Finn Hawk	86830457 11/24/2015	5172494 03/28/2017	GOOD SPORTSMAN MARKETING, L.L.C.
25.	Flash-Tek	86522713 02/03/2015	5027878 08/23/2016	GOOD SPORTSMAN MARKETING, L.L.C.
26.	Golden Eye	86830497 11/24/2015	5302129 10/03/2017	GOOD SPORTSMAN MARKETING, L.L.C.
27.	Hatamoto	78574972 02/25/2005	3118373 07/18/2006	GOOD SPORTSMAN MARKETING, L.L.C.
28.	Hide Out	85808471 12/20/2012	4610437 09/23/2014	GOOD SPORTSMAN MARKETING, L.L.C.
29.	Hold Out	85145718 10/05/2010	4068410 12/06/2011	GOOD SPORTSMAN MARKETING, L.L.C.
30.	Kobun	75016246 11/02/1995	2088227 08/12/1997	GOOD SPORTSMAN MARKETING, L.L.C.
31.	Kudu	78733834 10/14/2005	3266736 07/17/2007	GOOD SPORTSMAN MARKETING, L.L.C.
32.	Laredo Bowie	77392908 02/08/2008	3476547 07/29/2008	GOOD SPORTSMAN MARKETING, L.L.C.
33.	Leatherneck	85482072 11/28/2011	4171735 07/10/2012	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
34.	Marauder	85808484 12/20/2012	4515782 04/15/2014	GOOD SPORTSMAN MARKETING, L.L.C.
35.	Master Hunter	74005241 11/27/1989	1678983 03/10/1992	GOOD SPORTSMAN MARKETING, L.L.C.
36.	Mini Tac	85290248 04/08/2011	4086811 01/17/2012	GOOD SPORTSMAN MARKETING, L.L.C.
37.	Mizutori	86931671 03/07/2016	5205935 05/16/2017	GOOD SPORTSMAN MARKETING, L.L.C.
38.	Monolithic Axe and Tool	86852945 12/17/2015	5307238 10/10/2017	GOOD SPORTSMAN MARKETING, L.L.C.
39.	Natchez Bowie	77120921 03/02/2007	3540930 12/02/2008	GOOD SPORTSMAN MARKETING, L.L.C.
40.	Nomet Technology	78578117 03/02/2005	3276680 08/07/2007	GOOD SPORTSMAN MARKETING, L.L.C.
41.	Peace Keeper	75007945 10/19/1995	2080053 07/15/1997	GOOD SPORTSMAN MARKETING, L.L.C.
42.	Perfect Balance	77120988 03/02/2007	3528235 11/04/2008	GOOD SPORTSMAN MARKETING, L.L.C.
43.	Pocket Shark	77574885 09/19/2008	3641112 06/16/2009	GOOD SPORTSMAN MARKETING, L.L.C.
44.	Pro Balance	77121176 03/02/2007	3528236 11/04/2008	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
45.	Rajah	77342388 12/03/2007	3603692 04/07/2009	GOOD SPORTSMAN MARKETING, L.L.C.
46.	Ranch Boss	86515358 01/27/2015	4938010 04/12/2016	GOOD SPORTSMAN MARKETING, L.L.C.
47.	Recon 1	76167017 11/17/2000	2557326 04/02/2002	GOOD SPORTSMAN MARKETING, L.L.C.
48.	Royal Kukri Machete	85808489 12/20/2012	4538961 05/27/2014	GOOD SPORTSMAN MARKETING, L.L.C.
49.	San Mai III	77455291 04/22/2008	3540187 12/02/2008	GOOD SPORTSMAN MARKETING, L.L.C.
50.	SAN MAI III & Design	77455749 04/23/2008	3540202 12/02/2008	GOOD SPORTSMAN MARKETING, L.L.C.
51.	Secure-Ex	76173678 11/28/2000	2646826 11/05/2002	GOOD SPORTSMAN MARKETING, L.L.C.
52.	Shanghai Shadow	77121212 03/02/2007	3363040 01/01/2008	GOOD SPORTSMAN MARKETING, L.L.C.
53.	Silver Eye	86944427 03/17/2016	5449009 04/17/2018	GOOD SPORTSMAN MARKETING, L.L.C.
54.	Spectre	78574999 02/25/2005	3143506 09/12/2006	GOOD SPORTSMAN MARKETING, L.L.C.
55.	Spetsnaz	86967500 04/07/2016	5423988 03/13/2018	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
56.	SRK	74005239 11/27/1989	1651892 07/23/1991	GOOD SPORTSMAN MARKETING, L.L.C.
57.	Steel Tiger	74559510 08/10/1994	2021232 12/03/1996	GOOD SPORTSMAN MARKETING, L.L.C.
58.	Sure Balance	77121251 03/02/2007	3528238 11/04/2008	GOOD SPORTSMAN MARKETING, L.L.C.
59.	Tai Pan	75007946 10/19/1995	2041435 02/25/1997	GOOD SPORTSMAN MARKETING, L.L.C.
60.	The Spike	76167018 11/17/2000	2732772 07/01/2003	GOOD SPORTSMAN MARKETING, L.L.C.
61.	Ti-Lite	76167019 11/17/2000	2554335 03/26/2002	GOOD SPORTSMAN MARKETING, L.L.C.
62.	Torpedo	74639515 02/28/1995	2018319 11/19/1996	GOOD SPORTSMAN MARKETING, L.L.C.
63.	Trail Master	73665990 06/11/1987	1508945 10/18/1988	GOOD SPORTSMAN MARKETING, L.L.C.
64.	Trench Hawk	77481712 05/22/2008	3818976 07/13/2010	GOOD SPORTSMAN MARKETING, L.L.C.
65.	Tri-Ad	77374663 01/17/2008	3609856 04/21/2009	GOOD SPORTSMAN MARKETING, L.L.C.
66.	Voyager	74413278 07/19/1993	1879116 02/14/1995	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
67.	War Hawk	85758372 10/19/2012	4739468 05/19/2015	GOOD SPORTSMAN MARKETING, L.L.C.
68.	War Gear	77556320 08/26/2008	3873939 11/09/2010	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark Applications:

Trademark/Image if any		Application Number	Application Date	Owner
1.	BONE SAW	88943949	06/02/2020	GOOD SPORTSMAN MARKETING, L.L.C.