TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wildgame Nation, L.L.C.		04/16/2021	Limited Liability Company: LOUISIANA

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: 1

Property Type	Number	Word Mark
Registration Number:	3987101	WILDGAME NATION

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:	05/06/2021

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

April 16, 2021

WHEREAS, each undersigned grantor (the "Grantors"), 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 each 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"), such 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 such Grantor, including all right, title and interest of such 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, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such 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 such 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 such 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 such 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 such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such 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.

Each 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 such 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 such 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, each 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. Each 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, each 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.

GRANTORS:

WILDGAME INNOVATIONS, L.L.C.

By: _____
Name: John Warner
Title: Vice President

[Signature Page to Trademark Security Agreement]

WGI INNOVATIONS, LTD.

By: _____

Name: John Warner

Title: Vice President

[Signature Page to Trademark Security Agreement]

EVOLVED INGENUITY, LLC

By: _____
Name: John Warner
Title: Vice President

[Signature Page to Trademark Security Agreement]

BARNETT OUTDOORS, LLC

By: _____

Name: John Warner

Title: Vice President

[Signature Page to Trademark Security Agreement]

WILDGAME NATION, 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

[Signature Page to Trademark Security Agreement]

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.	ACORN RAGE DROP N BLOCK	85/075970 07/01/2010	3908121 01/18/2011	Wildgame Innovations, L.L.C.
2.	ACORN RAGE JUICED	85/075996 07/01/2010	3904463 01/11/2011	Wildgame Innovations, L.L.C.
3.	AXE	85/768115 10/31/2012	4795579 08/18/2015	WGI Innovations, Ltd.
4.	BLACKSPUR	86/219092 03/12/2014	4705200 03/17/2015	Barnett Outdoors, LLC
5.	BUCKBRAN FEEDER FRENZY	85/075954 07/01/2010	3904462 01/11/2011	Wildgame Innovations, L.L.C.
6.	CROSSWIRE	77/865988 11/05/2009	3884148 11/30/2010	Barnett Outdoors, LLC
7.	EDGE RELEAF	76/484773 01/21/2003	2836103 04/27/2004	Evolved Ingenuity, LLC
8.	EDRENALINE	85/776130 11/09/2012	4795583 08/18/2015	WGI Innovations, Ltd.
9.	FIELDHOUSE	76/381897 03/15/2002	2677551 01/21/2003	Evolved Ingenuity, LLC
10.	FLEXTONE LIGHTNING CROW	85/965013 06/20/2013	4606696 09/16/2014	Wildgame Innovations, L.L.C.
11.	FLEXTONE LIGHTNING OWL	85/965018 06/20/2013	4606697 09/16/2014	Wildgame Innovations, L.L.C.
12.	FROM THE GROUP UP	76/374745 02/25/2002	2635255 10/15/2005	Evolved Ingenuity, LLC
13.	GRASSROOTS	86/487744 12/22/2014	4942395 04/19/2016	Evolved Ingenuity, LLC

14.	GREENS N-RAGED JUICED	85/076021 07/01/2010	3904464 01/11/2011	Wildgame Innovations, L.L.C.
15.	HAIL MARY	85/650017 06/12/2012	4716787 04/07/2015	Wildgame Innovations, L.L.C.
16.	HYDE	86/020652 07/26/2013	4756584 06/16/2015	Evolved Ingenuity, LLC
17.	ILLUSION	85/983492 02/18/2013	4782483 07/28/2015	WGI Innovations, Ltd.
18.	ONESIXONE	86/774684 10/01/2015	5130025 01/24/2017	Barnett Outdoors, LLC
19.	PENTHOUSE	76/379247 03/08/2002	2674742 01/14/2003	Evolved Ingenuity, LLC
20.	RUBLINE FOAM	86/130066 11/26/2013	4646542 11/25/2014	Wildgame Innovations, L.L.C.
21.	SNOW TANGLE	75/751947 07/15/1999	2840495 05/11/2004	Evolved Ingenuity, LLC
22.	STURDY STEED BARN BLOCKS	86/029797 08/06/2013	4598682 09/02/2014	Wildgame Innovations, L.L.C.
23.	TANGLE	75/751946 07/15/1999	2871934 08/10/2004	Evolved Ingenuity, LLC
24.	TRUBARK	86/505869 01/16/2015	4952465 05/03/2016	WGI Innovations, Ltd.
25.	TRUBARK	86/155564 12/31/2013	4978456 06/14/2016	WGI Innovations, Ltd.
26.	VENGEANCE	86/390556 09/10/2014	5087113 11/22/2016	WGI Innovations, Ltd.
27.	WHITETAIL HUNTER	86/757258 09/15/2015	4966613 05/24/2016	Barnett Outdoors, LLC
28.	WILD ESTRUS BOMB	86/101296 10/25/2013	4713420 03/31/2015	Wildgame Innovations, L.L.C.

29.	WILDGAME NATION	85/074688 06/30/2010	3987101 06/28/2011	Wildgame Nation, L.L.C.
30.	XRAY	85/880428 03/19/2013	4621880 10/14/2014	WGI Innovations, Ltd.
31.	ZERO 7 (Stylized)	86/774663 10/1/2015	5130024 1/24/2017	Barnett Outdoors, LLC
32.	AQUAPRO	78/069747 06/18/2001	2673297 01/07/2003	WGI Innovations, Ltd.
33.	BATTLEFIELD	86/595642 04/13/2015	5102827 12/20/2016	Evolved Ingenuity, LLC
34.	BLOODSPORT and Design	86/492494 12/30/2014	4802955 09/01/2015	Barnett Outdoors, LLC
35.	BLOODSPORT and Design	86/492513 12/30/2014	4802956 09/01/2015	Barnett Outdoors, LLC
36.	Bloodsport Design	86/492521 12/30/2014	4798969 08/25/2015	Barnett Outdoors, LLC
37.	Bloodsport Design	86/492531 12/30/2014	4798971 08/25/2015	Barnett Outdoors, LLC
38.	CROSS	77/886704 12/04/2009	3858248 01/05/2010	Barnett Outdoors, LLC
39.	WILY MALLARD	86/371161 08/19/2014	4828481 10/06/2015	Wildgame Innovations, L.L.C.
40.	WINTER PZ	77/346902 12/07/2007	3599629 03/31/2009	Wildgame Innovations, L.L.C.
41.	THROW & GRO NO-TILL FORAGE	78/601395 04/04/2005	3280574 08/14/2007	Wildgame Innovations, L.L.C.
42.	THROW & GRO XTREME RADISH	85/390840 08/05/2011	4283637 01/29/2013	Wildgame Innovations, L.L.C.

43.	THUNDER CHICKEN	85/268247 03/16/2011	4031718 09/27/2011	Wildgame Innovations, L.L.C.
44.	THUNDER CLUCK-N-PURR	85/610671 04/27/2012	4359092 06/25/2013	Wildgame Innovations, L.L.C.
45.	THUNDER CUT'N	85/645435 06/07/2012	4355345 06/18/2013	Wildgame Innovations, L.L.C.
46.	THUNDER YELPER	85/965008 06/20/2013	4565423 07/08/2014	Wildgame Innovations, L.L.C.
47.	TRU-TOUCH	86/267888 04/30/2014	4778508 07/21/2015	Wildgame Innovations, L.L.C.
48.	WILD ESTRUS DRIPPER	86/376016 08/25/2014	4823635 09/29/2015	Wildgame Innovations, L.L.C.
49.	SCENT ERADICATOR	76/270146 06/12/2001	2658459 12/10/2002	Wildgame Innovations, L.L.C.
50.	SCRAPE BLASTER	86/102881 10/28/2013	4964962 05/24/2016	Wildgame Innovations, L.L.C.
51.	SHOT PLOT	76/269956 06/11/2001	2743674 07/29/2003	Wildgame Innovations, L.L.C.
52.	SMACK DOWN	77/793313 07/30/2009	3877809 11/16/2010	Wildgame Innovations, L.L.C.
53.	SPUR COLLECTOR	77/793391 07/30/2009	3877813 11/16/2010	Wildgame Innovations, L.L.C.
54.	STUMP LIKKER	74/489874 02/14/1994	1921444 09/26/1995	Wildgame Innovations, L.L.C.
55.	STURDY STEED	78/150402 08/02/2002	2861347 07/06/2004	Wildgame Innovations, L.L.C.
56.	PROVIDE CLOVER WITH CHICORY	86/144818 12/16/2013	4568396 07/15/2014	Wildgame Innovations, L.L.C.
57.	RABID JACKRABBIT	85/391027 08/05/2011	4243054 11/13/2012	Wildgame Innovations, L.L.C.

58.	RABID RABBIT	85/391013 08/05/2011	4243053 11/13/2012	Wildgame Innovations, L.L.C.
59.	RACK ROCK	85/281847 03/30/2011	4059430 11/22/2011	Wildgame Innovations, L.L.C.
60.	RACK-UP	74/489605 02/14/1994	1886893 04/04/1995	Wildgame Innovations, L.L.C.
61.	RAISIN CANE	86/557979 03/09/2015	5060332 10/11/2016	Wildgame Innovations, L.L.C.
62.	PIG OUT	76/465756 11/12/2002	2856532 06/22/2004	Wildgame Innovations, L.L.C.
63.	PIG PUNCH	86/376006 08/25/2014	4828512 10/06/2015	Wildgame Innovations, L.L.C.
64.	PLOT MIXERS	85/770856 11/03/2012	4467615 01/14/2014	Wildgame Innovations, L.L.C.
65.	PROGRAZE	75/842818 11/08/1999	2709670 04/22/2003	Wildgame Innovations, L.L.C.
66.	MAXIMIZE	78/331318 11/21/2003	3112624 07/04/2006	Wildgame Innovations, L.L.C.
67.	MEAN BEAN	85/390826 08/05/2011	4207494 09/11/2012	Wildgame Innovations, L.L.C.
68.	MEGAPLOT	78/306207 09/26/2003	2875047 08/17/2004	Wildgame Innovations, L.L.C.
69.	NATURAL BONE GRUNT'R	86/367663 08/15/2014	4852252 11/10/2015	Wildgame Innovations, L.L.C.
70.	NO-TILL EASY PLOT	78/640630 05/31/2005	3147979 09/26/2006	Wildgame Innovations, L.L.C.
71.	INSTA-LICK	78/544161 01/07/2005	3054265 01/31/2006	Wildgame Innovations, L.L.C.
72.	KUNG FU CHOP	77/793365 07/30/2009	3877811 11/16/2010	Wildgame Innovations, L.L.C.

73.	AMERISTEP	76/379143 07-Mar-2002	2671933 07-Jan-2003	Evolved Ingenuity, LLC
74.	AVIAN X and Design	88/733290 12/19/2019	6254594 01/26/2021	WGI Innovations, Ltd.
75.	AVIAN-X	88/733285 12/19/2019	6100614 07/14/2020	WGI Innovations, Ltd.
76.	DOGHOUSE*	76/377985 03/06/2002	2668905 12/31/2002	Evolved Ingenuity, LLC
77.	HALO	77/621880 11/25/2008	3726519 12/15/2009	WGI Innovations, Ltd.
78.	JAKEHOUSE*	76/381898 03/15/2002	2677552 01/21/2003	Evolved Ingenuity, LLC
79.	OUTHOUSE*	76/375571 02/28/2002	2668872 12/31/2002	Evolved Ingenuity, LLC
80.	TOPFLIGHT	86/459022 11/19/2014	4900308 02/16/2016	WGI Innovations, Ltd.
81.	ZINK	88/733276 12/19/2019	6151335 09/15/2020	WGI Innovations, Ltd.
82.	BLOODSPORT	86/492540 12/30/2014	4876190 12/22/2015	Barnett Outdoors, LLC
83.	BLOODSPORT	86/492546 12/30/2014	4876192 12/22/2015	Barnett Outdoors, LLC
84.	EVAC	86/497448 01/07/2015	4937908 04/12/2016	Barnett Outdoors, LLC
85.	GAMECRUSHER	77/941448 02/22/2010	4016599 08/23/2011	Barnett Outdoors, LLC
86.	GAMECRUSHER	85/181505 11/19/2010	4050685 11/01/2011	Barnett Outdoors, LLC
87.	GHOST	77/213366 06/22/2007	3923442 02/22/2011	Barnett Outdoors, LLC

88.	GRAVEDIGGER	86/716170 08/05/2015	4913621 03/08/2016	Barnett Outdoors, LLC
89.	JACKAL	77/825093 09/11/2009	3941457 04/05/2011	Barnett Outdoors, LLC
90.	NIGHT FURY	86/716176 08/05/2015	4913623 03/08/2016	Barnett Outdoors, LLC
91.	NO LIMIT	86/716167 08/05/2015	5047960 09/27/2016	Barnett Outdoors, LLC
92.	NO LIMIT ARCHERY	86/716160 08/05/2015	5047959 09/27/2016	Barnett Outdoors, LLC
93.	PREDATOR	77/213204 06/22/2007	3517493 10/14/2008	Barnett Outdoors, LLC
94.	RECRUIT	85/843420 02/07/2013	4457900 12/31/2013	Barnett Outdoors, LLC
95.	RECRUIT	86/526568 02/06/2015	4795242 08/18/2015	Barnett Outdoors, LLC
96.	RINGER	86/716173 08/05/2015	4913622 03/08/2016	Barnett Outdoors, LLC
97.	ROGUE	86/497266 01/07/2015	5296769 09/26/2017	Barnett Outdoors, LLC
98.	SCOOPTAIL	86/377033 08/26/2014	4876140 12/22/2015	Barnett Outdoors, LLC
99.	SIDEARM	85/690526 07/30/2012	4846343 11/03/2015	Barnett Outdoors, LLC
100.	SPITFIRE	85/398489 08/15/2011	4350788 06/11/2013	Barnett Outdoors, LLC
101.	THUMP	86/497460 01/07/2015	4937909 04/12/2016	Barnett Outdoors, LLC
102.	TOMCAT	85/536330 02/07/2012	4239289 11/06/2012	Barnett Outdoors, LLC

103.	VERACITY	86/716182 08/05/2015	4913624 03/08/2016	Barnett Outdoors, LLC
104.	7 CARD STUD	85/281862 03/30/2011	4158855 06/12/2012	Wildgame Innovations, L.L.C.
105.	ACORN RAGE	85/901185 04/11/2013	4418689 10/15/2013	Wildgame Innovations, L.L.C.
106.	ANTLER MASS TECHNOLOGY	86/525175 02/05/2015	5060276 10/11/2016	Wildgame Innovations, L.L.C.
107.	BATTLE BONES	86/578367 03/27/2015	4970195 05/31/2016	Wildgame Innovations, L.L.C.
108.	BEAST FEAST	75/881655 12/27/1999	2530546 01/15/2002	Wildgame Innovations, L.L.C.
109.	BILLY BLOCK	78/950293 08/11/2006	3421051 04/29/2008	Wildgame Innovations, L.L.C.
110.	BUCK COLLECTOR	85/926626 05/08/2013	4411232 10/01/2013	Wildgame Innovations, L.L.C.
111.	BUCK GRUB	76/567527 12/17/2003	3047508 01/24/2006	Wildgame Innovations, L.L.C.
112.	BUCK JAM	76/465575 11/12/2002	2856531 06/22/2004	Wildgame Innovations, L.L.C.
113.	BUCK LICKERS	78/229702 03/25/2003	2918095 01/11/2005	Wildgame Innovations, L.L.C.
114.	BUCK SNORT	76/315055 09/20/2001	2751089 08/12/2003	Wildgame Innovations, L.L.C.
115.	BUCK'N OATS	77/173491 05/04/2007	3477609 07/29/2008	Wildgame Innovations, L.L.C.
116.	BUCKOLA	78/323648 11/05/2003	2946812 05/03/2005	Wildgame Innovations, L.L.C.
117.	CALL GIRL	85/404073 08/22/2011	4115014 03/20/2012	Wildgame Innovations, L.L.C.

118.	CELL	85/680492 07/18/2012	4696340 03/03/2015	Wildgame Innovations, L.L.C.
119.	CHESTNUT RAGE	86/359241 08/06/2014	4825079 10/06/2015	Wildgame Innovations, L.L.C.
120.	CORNFUSED?	85/076090 07/01/2010	3904467 01/11/2011	Wildgame Innovations, L.L.C.
121.	DEER CANE	74/489875 02/14/1994	1909696 08/08/1995	Wildgame Innovations, L.L.C.
122.	DEER CANE BLACK MAGIC	76/356052 01/07/2002	2662789 12/17/2002	Wildgame Innovations, L.L.C.
123.	DEER CO-CAIN	75/117803 06/12/1996	2057409 04/29/1997	Wildgame Innovations, L.L.C.
124.	DEER CO-CAIN BLACK MAGIC	76/355973 01/07/2002	2662785 12/17/2002	Wildgame Innovations, L.L.C.
125.	DEER CO-CAIN MIX	74/350324 01/21/1993	1804081 11/16/1993	Wildgame Innovations, L.L.C.
126.	DIRT BLOCK	86/067491 09/17/2013	4795830 08/18/2015	Wildgame Innovations, L.L.C.
127.	DIRTBAG	86/021648 07/27/2013	4713270 03/31/2015	Wildgame Innovations, L.L.C.
128.	EASY PLOT	76/465757 11/12/2002	2875423 08/17/2004	Wildgame Innovations, L.L.C.
129.	EVOLVED HABITATS	76/415023 05/30/2002	2774814 10/21/2003	Wildgame Innovations, L.L.C.
130.	EVOLVED HARVEST	78/976329 06/30/2003	3014179 11/08/2005	Wildgame Innovations, L.L.C.
131.	FLEXTONE	77/958012 03/12/2010	3913095 02/01/2011	Wildgame Innovations, L.L.C.
132.	FREAK NASTY	77/793381 07/30/2009	3877812 11/16/2010	Wildgame Innovations, L.L.C.

133.	FUNKY CHICKEN	85/610532 04/27/2012	4355249 06/18/2013	Wildgame Innovations, L.L.C.
134.	HERDLIFE	77/096108 01/31/2007	3473030 07/22/2008	Wildgame Innovations, L.L.C.
135.	HOG GRUB	77/093157 01/29/2007	3503228 09/16/2008	Wildgame Innovations, L.L.C.
136.	HOG WILD BEAST FEAST	75/166625 09/16/1996	2095094 09/09/1997	Wildgame Innovations, L.L.C.
137.	HONEY HOLE	78/356164 01/23/2004	2917551 01/11/2005	Wildgame Innovations, L.L.C.
138.	ASSAULT	85/828828 01/22/2013	4951634 05/03/2016	Barnett Outdoors, LLC

Trademark Applications:

- None.