TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652834

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: 23

Property Type	Number	Word Mark
Registration Number:	5957732	SURGE
Registration Number:	5715598	IGNITE
Registration Number:	5753418	EZ-REST
Registration Number:	5687628	RIVAL ARMS
Registration Number:	5657958	NEXUS
Registration Number:	5627995	STRUT-STOPPER
Registration Number:	5449657	SPRING-FISHER
Registration Number:	5313716	BUCKLINE
Registration Number:	5224046	HIP SHOT
Registration Number:	4966268	HUNT-TEC
Registration Number:	4961565	CROSS-TEC
Registration Number:	4885649	CROSS-TEC
Registration Number:	4686030	TFX
Registration Number:	4428448	WHEN BRIGHTNESS COUNTS
Registration Number:	4261076	TFO
Registration Number:	4261075	TFO
Registration Number:	4211228	GAME CHANGER
Registration Number:	4074946	TRUSHOT

OP $590.00 5957732

Property Type	Number	Word Mark
Registration Number:	3818242	TRUGLO
Registration Number:	2476944	MAGNUM GOBBLE DOT
Registration Number:	1951914	PWR-DOT
Registration Number:	1942958	TRUGLO
Registration Number:	6181790	SIGHT-LINE

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:	06/09/2021

Total Attachments: 8

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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

[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.	SURGE	88386149 04/15/2019	5957732 01/07/2020	GOOD SPORTSMAN MARKETING, L.L.C.
2.	IGNITE	88170677 10/26/2018	5715598 04/02/2019	GOOD SPORTSMAN MARKETING, L.L.C.
3.	EZ-REST	88077988 08/14/2018	5753418 05/14/2019	GOOD SPORTSMAN MARKETING, L.L.C.
4.	RIVAL ARMS	87938873 05/29/2018	5687628 02/26/2019	GOOD SPORTSMAN MARKETING, L.L.C.
5.	NEXUS	87895313 04/27/2018	5657958 01/15/2019	GOOD SPORTSMAN MARKETING, L.L.C.
6.	STRUT STOPPER	88038709 07/16/2018	5627995 12/11/2018	GOOD SPORTSMAN MARKETING, L.L.C.
7.	SPRING-FISHER	87337424 02/15/2017	5449657 04/17/2018	GOOD SPORTSMAN MARKETING, L.L.C.
8.	BUCKLINE	87323217 02/07/2017	5313716 10/17/2017	GOOD SPORTSMAN MARKETING, L.L.C.
9.	HIP SHOT	86856048 12/21/2015	5224046 06/13/2017	GOOD SPORTSMAN MARKETING, L.L.C.
10.	HUNT-TEC	86657476 06/10/2015	4966268 05/24/2016	GOOD SPORTSMAN MARKETING, L.L.C.
11.	CROSS-TEC	86657872 06/10/2015	4961565 05/17/2016	GOOD SPORTSMAN

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
				MARKETING, L.L.C.
12.	CROSS-TEC	86656885 06/09/2015	4885649 01/12/2016	GOOD SPORTSMAN MARKETING, L.L.C.
13.	TFX	86260154 04/23/2014	4686030 02/10/2015	GOOD SPORTSMAN MARKETING, L.L.C.
14.	WHEN BRIGHTNESS COUNTS	85872462 03/11/2013	4428448 11/05/2013	GOOD SPORTSMAN MARKETING, L.L.C.
15.	TFO	85610615 04/27/2012	4261076 12/18/2012	GOOD SPORTSMAN MARKETING, L.L.C.
16.	TFO	85610611 04/27/2012	4261075 12/18/2012	GOOD SPORTSMAN MARKETING, L.L.C.
17.	GAME CHANGER	85356402 06/26/2011	4211228 09/18/2012	GOOD SPORTSMAN MARKETING, L.L.C.
18.	TRUSHOT	85120895 09/01/2010	4074946 12/20/2011	GOOD SPORTSMAN MARKETING, L.L.C.
19.	TRUGLO	77891231 12/11/2009	3818242 07/13/2010	GOOD SPORTSMAN MARKETING, L.L.C.
20.	MAGNUM GOBBLE DOT	75463479 04/01/1998	2476944 08/14/2001	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Owner
21.	PWR-DOT	74523650 05/11/1994	1951914 01/23/1996	GOOD SPORTSMAN MARKETING, L.L.C.
22.	TRUGLO	74633284 02/13/1995	1942958 12/19/1995	GOOD SPORTSMAN MARKETING, L.L.C.
23.	SIGHT-LINE	87700168 11/28/2017	6181790 10/20/2020	GOOD SPORTSMAN MARKETING, L.L.C.

Trademark Applications:

None.