

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Outdoors, LLC		03/09/2015	LIMITED LIABILITY COMPANY: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund, LLLP		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4313228	WATERFOWLER 365	
Registration Number:	4335628	OLD SCHOOL TIMBER	
Registration Number:	4079565	LADY DRAKE	
Registration Number:	4076322	D2D	
Registration Number:	4126330	DRAKE YOUNG GUNS HUNT CLUB	
Registration Number:	3949292		
Registration Number:	3949291	DRAKE'S MIGRATION NATION	
Registration Number:	2910816	MCALISTER	
Registration Number:	3802132	DURA-LITE	
Registration Number:	4024074	NON-TYPICAL GEAR	
Registration Number:	3557979	HOLLYWOOD	
Registration Number:	3561498	ROXANNE	
Registration Number:	2889658	DRAKE WATERFOWL	
Registration Number:	2868659		
Registration Number:	3493119	CASANOVA	
Registration Number:	3221135	RUTWEAR	
Registration Number:	3172892	TIME & MOTION	
Registration Number:	3172891	DOUBLE BEARDED	
TRADEMARK			

OP \$590.00 4313228

Property Type	Number	Word Mark
Registration Number:	3230260	
Registration Number:	3149234	OL' TOM
Registration Number:	3114629	EST EARLY SEASON TECHNOLOGY
Registration Number:	3085866	EST EARLY SEASON TECHNOLOGY
Registration Number:	2831526	MCALISTER

CORRESPONDENCE DATA

Fax Number: 9198216800

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: 919-821-1220

Email: gcollins@smithlaw.com

Correspondent Name: Grace S. Collins

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER: 11874.178

NAME OF SUBMITTER: Grace S. Collins

SIGNATURE: /s/ Grace S. Collins

DATE SIGNED: 03/09/2015

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE “INTERCREDITOR AGREEMENT”) DATED AS OF MARCH 9, 2015 AMONG (I) TRIANGLE MEZZANINE FUND, LLLP AND TRIANGLE MEZZANINE FUND II LP, AS SUBORDINATED LENDERS (II) TRIANGLE MEZZANINE FUND, LLLP, IN ITS CAPACITY AS SUBORDINATED AGENT FOR THE SUBORDINATED LENDERS, (III) HTC BORROWER, LLC, HUNTER TRADING COMPANY, LLC, AND ICON OUTDOORS, LLC, AS BORROWERS, AND (IV) BANK OF AMERICA, N.A., AS SENIOR LENDER, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF MARCH 9, 2015 AMONG THE BORROWERS, THE OTHER CREDIT PARTIES FROM TIME TO TIME PARTY THERETO AND SENIOR LENDER, AS SUCH LOAN AND SECURITY AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE INTERCREDITOR AGREEMENT, AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH LENDER (AS DEFINED IN THE LOAN AND SECURITY AGREEMENT), BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made this 9th day of March, 2015, by and between **ICON OUTDOORS, LLC**, a Mississippi limited liability company (“Grantor”), and **TRIANGLE MEZZANINE FUND, LLLP**, a North Carolina limited liability limited partnership, as agent for the Lenders under the Loan Agreement described below (in such capacity, together with its successors and permitted assigns, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, HTC Borrower, LLC, a Delaware limited liability company (“HTC Borrower”), and Hunter Trading Company, LLC, a Mississippi limited liability company (“HTC” and together with Grantor and HTC Borrower, each a “Borrower” and collectively the “Borrowers”), the Lenders from time to time party thereto, and Agent, the Lenders have agreed to make certain Loans and financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent and the Lenders this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of the Lenders and other Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith, in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) any written U.S. license agreement of Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement, including those listed on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Agent and/or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or

amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This 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. This Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

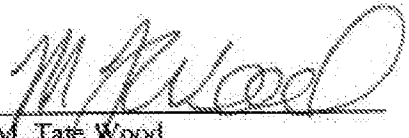
7. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

8. INCORPORATION OF LOAN AGREEMENT PROVISIONS. Sections 13.13 and 13.14 of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ICON OUTDOORS, LLC, a Mississippi
limited liability company

By: 
Name: M. Tate Wood
Title: Co-Founder

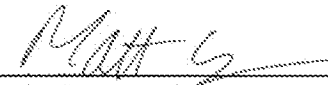
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TRIANGLE MEZZANINE FUND, LLLP

By: New Triangle GP, LLC, its General Partner

By: Triangle Capital Corporation, its Manager

By:  _____

Name: Matthew A. Young

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Icon Outdoors, LLC	Waterfowler 365	4313228	04/02/2013
Icon Outdoors, LLC	Old School Timber	4335628	05/14/2013
Icon Outdoors, LLC	Lady Drake	4079565	01/03/2012
Icon Outdoors, LLC	D2D	4076322	12/27/2011
Icon Outdoors, LLC	Drake Young Guns Hunt Club	4126330	04/10/2012
Icon Outdoors, LLC	Design (black triangle above which a duck is flying)	3949292	11/23/2010
Icon Outdoors, LLC	Drake's Migration Nation	3949291	04/19/2011
Icon Outdoors, LLC	McAlister	2910816	12/14/2004
Icon Outdoors, LLC	Dura-Lite	3802132	06/15/2010
Icon Outdoors, LLC	Non-Typical Gear	4024074	09/06/2011
Icon Outdoors, LLC	Hollywood	3557979	01/06/2009
Icon Outdoors, LLC	Roxanne	3561498	01/13/2009
Icon Outdoors, LLC	Drake Waterfowl	2889658	09/28/2004
Icon Outdoors, LLC	Design (profile of a duck head)	2868659	08/03/2004
Icon Outdoors, LLC	Casanova	3493119	08/26/2008
Icon Outdoors, LLC	Rutwear	3221135	03/27/2007
Icon Outdoors, LLC	Time & Motion	3172892	11/21/2006
Icon Outdoors, LLC	Double Bearded	3172891	11/21/2006
Icon Outdoors, LLC	Design (turkey profile)	3230260	04/17/2007
Icon Outdoors, LLC	OL'TOM	3149234	09/06/2006

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Icon Outdoors, LLC	EST EARLY SEASON TECHNOLOGY (& design)	3114629	0/11/2006
Icon Outdoors, LLC	EST EARLY SEASON TECHNOLOGY	3085866	04/25/2006
Icon Outdoors, LLC	MCALISTER	2831526	04/13/2004

Common Law Trademarks

None.

Licenses of Trademarks

<u>Licensor</u>	<u>Description of License</u>	<u>Term of License</u>	<u>Royalties Payable</u>
The Collegiate Licensing Company, LLC	Standard Retail License Agreement for Collegiate Apparel	Term varies based on school	9-13% per unit, depending on school.
Licensing Resource Group, LLC	Standard Retail License Agreement for Collegiate Apparel for multiple schools.	Term varies based on school, but generally 1-year term by school	10% per unit.
Fermata Partners, LLC	Consumer Product Retail License Agreement	Term varies based on school	12% per sale.
Jordan Outdoor Enterprises, Ltd.	License Agreement for Rubber Apparel Products	March 1, 2015 – March 1, 2020	\$0.25 - \$2.00 per unit.
Hass Outdoors, Inc.	License Agreement for Fabrics	1-year term renewable on November 1, 2015	Up to 12% per unit.