

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IP Holdings, Inc.		06/01/2018	Corporation:
Good Sportsman Marketing, L.L.C.		06/01/2018	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
<b>Street Address:</b>	300 First Stamford Place
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	Banking Corporation: IRELAND

## PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Serial Number:	87073698	PROTECT IT OR LOSE IT
Serial Number:	86808030	RAZOR
Serial Number:	87217619	SIX SHOOTER
Serial Number:	87153165	SWINE SHINE
Serial Number:	87283019	TRAIL HAWK
Serial Number:	87454012	SHE-HEAT
Serial Number:	87453994	SCENT WEB
Serial Number:	87477913	SHE DUNCTION
Serial Number:	87210193	HME HUNTING MADE EASY
Serial Number:	87210199	HUNTING MADE EASY
Serial Number:	87217605	SILENCER
Serial Number:	87503533	SHOOTING MADE EASY
Serial Number:	87727152	XCEL
Serial Number:	87727133	SCENT SLAMMER
Serial Number:	87727109	SCENT SLAMMER
Serial Number:	87728030	WIDOWER
Serial Number:	87740434	SCENT BISCUIT
Serial Number:	76585689	GAME STALKER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76683016	AMERICAN HUNTER
Serial Number:	77438958	AMERICAN HUNTER
Serial Number:	76616259	ATOM
Serial Number:	76443505	BOOK OWL
Serial Number:	85620689	CARBINE
Serial Number:	76307481	CYCLOPS
Serial Number:	76670869	DRONE
Serial Number:	76684916	EPIC
Serial Number:	77439007	FEEDERMAX
Serial Number:	78586886	GAME EAR
Serial Number:	76451214	GET OUT OF THE DARK
Serial Number:	85801103	GSM OUTDOORS THINK OUTSIDE
Serial Number:	77416066	HEAR LIKE YOU'VE NEVER HEARD BEFORE
Serial Number:	76423435	HELIOS
Serial Number:	85661943	MAESTRO GAME CALLS
Serial Number:	86023581	MATRIX
Serial Number:	77159304	PATROLLER
Serial Number:	76423436	PHOENIX
Serial Number:	77159218	PROWLER
Serial Number:	86023619	REFLEX
Serial Number:	85801066	REVO
Serial Number:	76646993	SIGHT-RITE
Serial Number:	85364391	SKOUT
Serial Number:	86121489	STEALTH CAM
Serial Number:	76265425	STEALTH CAM
Serial Number:	77373985	STEALTH CAM
Serial Number:	76471204	THOR
Serial Number:	85354521	TITAN
Serial Number:	85402151	TRIAD
Serial Number:	77590089	WALKER'S
Serial Number:	86061721	WESTERN RIVERS
Serial Number:	85810417	WESTERN RIVERS
Serial Number:	76616260	WILDVIEW
Serial Number:	86121505	
Serial Number:	87727077	CYCLOPS
Serial Number:	87727100	STEALTH CAM
Serial Number:	87869084	DROP TINE
Serial Number:	87869105	EXECUTIONER

**CORRESPONDENCE DATA****Fax Number:**

*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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Sara Franklin  
**Address Line 1:** 35 W. Wacker Drive  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** Chicago, ILLINOIS 60601-9703

<b>ATTORNEY DOCKET NUMBER:</b>	086703.129
<b>NAME OF SUBMITTER:</b>	Sara Franklin
<b>SIGNATURE:</b>	/Sara Franklin by trademarkny/
<b>DATE SIGNED:</b>	06/01/2018

**Total Attachments: 7**

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SHORT FORM  
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 June 1, 2018 is made by the Persons listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (“BOI”), 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 Opcor Merger (as defined in the Credit Agreement defined below), GSM HOLDINGS, INC., a Delaware corporation (the “Company”), 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, each Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has 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 each Grantor 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.

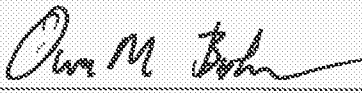
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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, each 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.

IP HOLDINGS, INC.,  
as a Grantor

By: 

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

GOOD SPORTSMAN MARKETING,  
L.L.C., as a Grantor

By: 

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

[Signature page to Trademark Security Agreement]

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND,  
as Agent

By: *Ricardo Nunes*  
Name: Ricardo Nunes  
Title: Director

By: *M. Gebicki*  
Name: Michael Gebicki  
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Filing / Registration Number</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Owner</b>
RN: 5376157 SN: 87073698	PROTECT IT OR LOSE IT	USA	Good Sportsman Marketing, L.L.C.
RN: 5147672 SN: 86808030	RAZOR	USA	Good Sportsman Marketing, L.L.C.
RN: 5397449 SN: 87217619	SIX SHOOTER	USA	Good Sportsman Marketing, L.L.C.
RN: 5287723 SN: 87153165	SWINE SHINE	USA	Good Sportsman Marketing, L.L.C.
RN: 5397733 SN: 87283019	TRAIL HAWK	USA	Good Sportsman Marketing, L.L.C.
RN: 5364248 SN: 87454012	SHE-HEAT	USA	Good Sportsman Marketing, L.L.C.
RN: 5384306 SN: 87453994	SCENT WEB	USA	Good Sportsman Marketing, L.L.C.
RN: 5365101 SN: 87477913	SHE DUNCTION	USA	Good Sportsman Marketing, L.L.C.
SN: 87/210,193	HME Hunting Made Easy (stylized logo)	USA	Good Sportsman Marketing, L.L.C.
SN: 87/210,199	Hunting Made Easy	USA	Good Sportsman Marketing, L.L.C.
SN: 87/217,605	SILENCER	USA	Good Sportsman Marketing, L.L.C.
SN: 87/503,533	SHOOTING MADE EASY	USA	Good Sportsman Marketing, L.L.C.
SN: 87/727,152	XCEL	USA	Good Sportsman Marketing, L.L.C.
SN: 87/727,133	SCENT SLAMMER	USA	Good Sportsman Marketing, L.L.C.
SN: 87/727,109	SCENT SLAMMER	USA	Good Sportsman Marketing, L.L.C.
SN: 87/728,030	WIDOWER	USA	Good Sportsman Marketing, L.L.C.
SN: 87/740,434	SCENT BISCUIT	USA	Good Sportsman Marketing, L.L.C.
RN: 2996129 SN: 76585689	GAME STALKER	USA	IP Holdings, Inc.



<b>Filing / Registration Number</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Owner</b>
RN: 3447381 SN: 76683016	AMERICAN HUNTER	USA	IP Holdings, Inc.
RN: 3527326 SN: 77438958	AMERICAN HUNTER	USA	IP Holdings, Inc.
RN: 3139624 SN: 76616259	ATOM	USA	IP Holdings, Inc.
RN: 2900310 SN: 76443505	BOOK OWL	USA	IP Holdings, Inc.
RN: 4351437 SN: 85620689	CARBINE	USA	IP Holdings, Inc.
RN: 2582104 SN: 76307481	CYCLOPS	USA	IP Holdings, Inc.
RN: 3914596 SN: 76670869	DRONE	USA	IP Holdings, Inc.
RN: 3550617 SN: 76684916	EPIC	USA	IP Holdings, Inc.
RN: 3527328 SN: 77439007	FEEDERMAX	USA	IP Holdings, Inc.
RN: 3319823 SN: 78586886	GAME EAR	USA	IP Holdings, Inc.
RN: 2839580 SN: 76451214	GET OUT OF THE DARK	USA	IP Holdings, Inc.
RN: 4479881 SN: 85801103	GSM OUTDOORS THINK OUTSIDE and Design	USA	IP Holdings, Inc.
RN: 3709543 SN: 77416066	HEAR LIKE YOU'VE NEVER HEARD BEFORE	USA	IP Holdings, Inc.
RN: 2706917 SN: 76423435	HELIOS	USA	IP Holdings, Inc.
RN: 4337583 SN: 85661943	MAESTRO GAME CALLS and Design	USA	IP Holdings, Inc.
RN: 4625925 SN: 86023581	MATRIX	USA	IP Holdings, Inc.
RN: 3485828 SN: 77159304	PATROLLER	USA	IP Holdings, Inc.
RN: 2878356 SN: 76423436	PHOENIX	USA	IP Holdings, Inc.
RN: 3423833 SN: 77159218	PROWLER	USA	IP Holdings, Inc.
RN: 4625926 SN: 86023619	REFLEX	USA	IP Holdings, Inc.

<b>Filing / Registration Number</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Owner</b>
RN: 4995645 SN: 85801066	REVO	USA	IP Holdings, Inc.
RN: 3128591 SN: 76646993	SIGHT-RITE	USA	IP Holdings, Inc.
RN: 4363039 SN: 85364391	SKOUT	USA	IP Holdings, Inc.
RN: 4646523 SN: 86121489	STEALTH CAM and Design	USA	IP Holdings, Inc.
RN: 3333076 SN: 76265425	STEALTH CAM	USA	IP Holdings, Inc.
RN: 3753587 SN: 77373985	STEALTH CAM	USA	IP Holdings, Inc.
RN: 3101116 SN: 76471204	THOR	USA	IP Holdings, Inc.
RN: 4172881 SN: 85354521	TITAN	USA	IP Holdings, Inc.
RN: 4219209 SN: 85402151	TRIAD	USA	IP Holdings, Inc.
RN: 3630504 SN: 77590089	WALKER'S	USA	IP Holdings, Inc.
RN: 4498178 SN: 86061721	WESTERN RIVERS and Design	USA	IP Holdings, Inc.
RN: 4479934 SN: 85810417	WESTERN RIVERS	USA	IP Holdings, Inc.
RN: 3169214 SN: 76616260	WILDVIEW	USA	IP Holdings, Inc.
RN: 4646524 SN: 86121505	Design Only	USA	IP Holdings, Inc.
SN: 87/727,077	CYCLOPS	USA	IP Holdings, Inc.
SN: 87/727,100	STEALTH CAM	USA	IP Holdings, Inc.
SN: 87/869084	DROP TINE	USA	IP Holdings, Inc.
SN: 87/869105	EXECUTIONER	USA	IP Holdings, Inc.