

06-27-2001

RE

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101762647

Attorney Docket No.: 66790-0015

To the Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):
Overton's Inc. (a North Carolina corporation)
Decoy Inc. (a North Carolina corporation)
N.W. Hunting, Inc. (a North Carolina corporation)
H&D Acquisition Company (a North Carolina corporation)

Additional name(s) & address(es) attached?

☐ Yes ☒ No

Additional name(s) of conveying party(ies) attached? ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies):

Name: Bombardier Direct Corporation
(a Delaware corporation)

Address: P.O. Box 427
Greenville, NC 27835

Additional name(s) & address(es) attached?

☐ Yes ☒ No

Execution Date: March 30, 2001

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

08/753,325 08/948,561

09/512,544 09/130,710

B. Patent No.(s)

4,829,695

5,284,173

Additional numbers attached: ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jessica N. Cohen, Esq.

Internal Address: Morgan, Lewis & Bockius LLP
Attn: TMSU

Street Address: 1800 M Street, N.W.
City: Washington State: DC Zip: 20036

6. Total number of applications and patents involved: 6

7. Total fee (37 C.F.R. §3.41): \$240.00

☒ Enclosed

☐ Authorized to be charged to deposit account 13-4520

☒ Debit insufficiency or credit over payment to Deposit
Account No. 13-4520

8. Deposit account number: 13-4520

Attach duplicate of page if paying by deposit account

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jessica N. Cohen, Esq.

Name of Person Signing


Signature

June 20, 2001

Date

Total number of pages including cover sheet, attachments and documents: 10

06/20/2001 070N11 00000192 06751325

10:501

240.00 00

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of March 30, 2001 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Patent Security Agreement") by and among OVERTON'S INC., a North Carolina corporation, DECOY INC., a North Carolina corporation, N.W. HUNTING, INC., a North Carolina corporation, H&D ACQUISITION COMPANY, a North Carolina corporation (collectively, the "Pledgors") and BOMBARDIER DIRECT CORPORATION, a Delaware corporation (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Pledgors now own or hold and may hereafter acquire or hold Patents (defined as all of the following: all United States and foreign patents and patent applications, to which a Pledgor has title, whether now existing or hereafter arising or acquired and all reissues, continuations, continuations-in-part or extensions thereof) including, without limitation, the Patents listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Patents subsequently arising or acquired;

WHEREAS, the Pledgors are parties to that certain Security Agreement dated as of even date herewith (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") between the Pledgors and the Secured Party, to which reference is made for definitions of capitalized terms used and not otherwise defined herein;

WHEREAS, pursuant to the terms of the Security Agreement, the Pledgors have granted to the Secured Party a security interest in all of the Pledgors' rights, title and interest in and to personal property including, without limitation, all right, title and interest of Pledgors in, to and under all of the Pledgors' Patents and licenses to use Patents held by others, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of any infringement of any Patent or Patent license for the full term of the Patents, to secure the due and punctual payment and performance of the Secured Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do, as security for the due and punctual payment and performance of the Secured Obligations, hereby grant to the Secured Party a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items or types of property, collectively, the "Patent Collateral"), whether now owned, presently existing or hereafter arising or acquired and whether or not in the possession of Pledgors' :

- (i) each Patent, including, without limitation, each Patent listed on Schedule A annexed hereto, as such Schedule may be amended from time to time in accordance with the terms of this Patent Security Agreement;
- (ii) each Patent license including, without limitation, each Patent license listed on Schedule B annexed hereto, as such Schedule may be amended from time to time in accordance with the terms of this Patent Security Agreement; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by any Pledgor against third Persons for past, present or future infringement of any Patent or any Patent licensed under any Patent license.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Secured Party at the end of any quarter in which any Pledgor applies for the registration of, registers or otherwise acquires any Patent not listed on Schedule A or enters into any Patent license to be listed on Schedule B, as the case may be, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance satisfactory to the Secured Party), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Secured Party, to carry out the provisions and purposes of the Security Agreement and this Patent Security Agreement, and to provide, perfect and preserve the Liens of the Secured Party under the Security Agreement, the Note Documents and this Patent Security Agreement, in the Patent Collateral or any portion thereof.

Upon the occurrence and during the continuance of an Event of Default, the Pledgors agree that if any Person shall do or perform any acts that the Secured Party believes constitute an infringement of any Patent which is the subject of this Patent Security Agreement, or violate or infringe any right of any Pledgor or the Secured Party therein or if any Person shall do or perform any acts that the Secured Party believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon ten (10) days' prior written notice to such Pledgor, the Secured Party may and shall have the right (but not the obligation) to take such steps and institute such suits or proceedings as the Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of any Pledgor or in the names of the parties jointly. The Secured Party hereby agrees to give the Pledgors' notice of any steps taken, or any suits or proceedings instituted, by the Secured Party pursuant to this paragraph and each of the Pledgors agrees to assist the Pledgee with any steps taken, or suits or proceedings instituted by the Pledgee pursuant to this paragraph at Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Pledgors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the

security interest in the Patent Collateral made and granted hereby are subject to, and are more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent Security Agreement is made for collateral purposes only. At such time as all of the Secured Obligations shall have been fully and indefeasibly paid and performed, the Secured Party shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may reasonably be requested in order to terminate the security interest of the Secured Party in the Patent Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Security Agreement and the other Note Documents to which it is a party, the Pledgors may use the Patent Collateral in any lawful manner.

Subject to the terms and conditions of the Security Agreement, the Note Purchase Agreement, the Note and the other Note Documents, the Pledgee agrees that there will be no assignment of the Patent Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and the Pledgee gives written notice to the Pledgors of its intention to enforce its rights against any of the Patent Collateral.

THIS PATENT SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

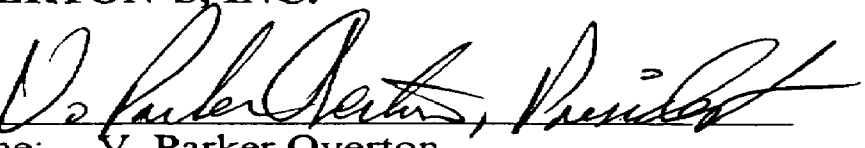
This Patent Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All other capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Security Agreement, the Note Purchase Agreement, the Note, or any of the other Note Documents. Terms used but not otherwise defined herein or in the Security Agreement, the Note Purchase Agreement, the Note, or any of the other Note Documents shall have, where appropriate, their respective definitions as set forth in the UCC as in effect in the State of New York.

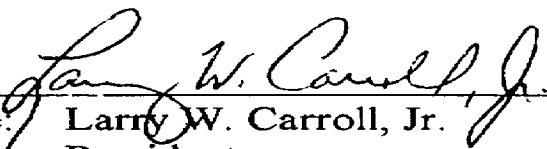
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IN WITNESS WHEREOF, the parties hereto have caused this
Patent Security Agreement to be duly executed as of the date first written above.

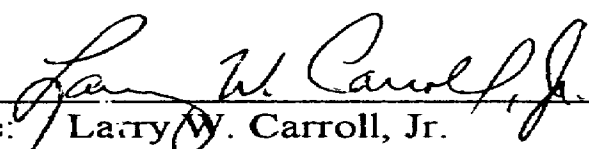
OVERTON'S, INC.

By 
Name: V. Parker Overton
Title: President
Address: 111 Red Banks Road
P.O. Box 8228
Greenville, NC 27835

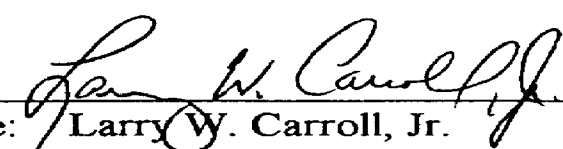
DECOY, INC.

By 
Name: Larry W. Carroll, Jr.
Title: President
Address: 111 Red Banks Road
P.O. Box 8228
Greenville, NC 27835


N.W. HUNTING, INC.


By 
Name: Larry W. Carroll, Jr.
Title: President
Address: 111 Red Banks Road
P.O. Box 8228
Greenville, NC 27835

H&D ACQUISITION COMPANY

By 
Name: Larry W. Carroll, Jr.
Title: President
Address: 111 Red Banks Road
P.O. Box 8228
Greenville, NC 27835

**BOMBARDIER DIRECT
CORPORATION**

By 
Name: Henry Lonski
Title: President
Address: c/o Bombardier, Inc.
800 René-Lévesque Blvd. West
Montréal, Québec
Canada H3B 1Y8

By 
Name: Michel Baril
Title: Authorized Signatory
Address: c/o Bombardier, Inc.
800 René-Lévesque Blvd. West
Montréal, Québec
Canada H3B 1Y8

[Signature Page to Patent Security Agreement]

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, PAULA J MITTEN, a Notary Public of the County and State aforesaid, certify that V. Parker Overton personally came before me this day and acknowledged that he is President of Overton's, Inc., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said V. Parker Overton under seal.

WITNESS my hand and official stamp or seal, this 29th day of March, 2001.

Notary Public

Paula J Mitten

My Commission Expires:

My Commission Expires June 24, 2003

(Notary Public)

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, PAULA J MITTEN, a Notary Public of the County and State aforesaid, certify that Larry W. Carroll, Jr. personally came before me this day and acknowledged that he is President of N.W. Hunting, Inc., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said Larry W. Carroll, Jr. under seal.

WITNESS my hand and official stamp or seal, this 29th day of March, 2001.

Notary Public

Paula J Mitten

My Commission Expires:

My Commission Expires June 24, 2003

(Notary Public)

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, PAULA J MITTEN, a Notary Public of the County and State aforesaid, certify that Larry W. Carroll, Jr. personally came before me this day and acknowledged that he is President of Decoy, Inc., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said Larry W. Carroll, Jr. under seal.

WITNESS my hand and official stamp or seal, this 29th day of March, 2001.

Notary Public Paula J Mitten

My Commission Expires:

My Commission Expires June 24, 2003

(Notary Public)

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, PAULA J MITTEN, a Notary Public of the County and State aforesaid, certify that Larry W. Carroll, Jr. personally came before me this day and acknowledged that he is President of H&D Acquisition Company, a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by said Larry W. Carroll, Jr. under seal.

WITNESS my hand and official stamp or seal, this 29th day of March, 2001.

Notary Public Paula J Mitten

My Commission Expires:

My Commission Expires June 24, 2003

(Notary Public)

Notary Public

SCHEDULE A

PATENTS AND APPLICATIONS FOR PATENTS

Country	Title	Appl. Ser. No.	Filing Date	Patent No.	Issue Date	Owner
US	HUNTING DECOY AND METHOD OF MAKING SAME	08/753,325	11/21/96			
US	HUNTING DECOY AND METHOD OF MAKING SAME	08/948,561 – DIV of 753,325	10/10/97			
US	HUNTING DECOY AND METHOD OF MAKING SAME	09/512,544 – CIP of 948,561	2/24/00			H&D Acquisition Co.
US	WATERFOWL DECOY PROTECTIVE COATING	07/150,543	2/1/88	4,829,695	5/16/89	H&D Acquisition Co.
US	ANIMAL DECOY	09/130,710	8/6/98			H&D Acquisition Co.
WO	THREE DIMENSIONAL DECOY	PCT/US99/1790 4	8/5/99			
US	AUTOMATIC CONTINUOUS SELF-DRAINING, SELF-CLEANING	07/965,809	10/23/92	5,284,173	2/8/94	N.W. Hunting

Country	Title	Appl. Ser. No.	Filing Date	Patent No.	Issue Date	Owner
	AND SELF- REPLENISHING APPARATUS AND SYSTEM FOR WATERING STOCK					

SCHEDULE B

PATENT LICENSES

1. License Agreement between V. Parker Overton and Overton's, Inc. regarding Athletic Glove with Backhand Support patent dated March 30, 2001.
2. License Agreement between V. Parker Overton and Overton's, Inc. regarding Wet Suit Simulating Key Chain patent dated March 30, 2001.

1-NY/1257534.3

RECORDED: 06/21/2001

**PATENT
REEL: 011911 FRAME: 0860**