

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Action Sports Image, L.L.C.	07/10/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	6100 Fairview Road, Suite 200
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28210
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D406634
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)373-8839
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	704-373-8065
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<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202
<b>NAME OF SUBMITTER:</b>	Gina M. Lucas
<b>Total Attachments: 5</b>	
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**PATENT SECURITY AGREEMENT**

**THIS PATENT SECURITY AGREEMENT**, dated as of July 10, 2008 (this "Patent Security Agreement"), is made by **ACTION SPORTS IMAGE, L.L.C.**, a Delaware limited liability company (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Loan Agreement (as hereinafter defined)

**RE C I T A L S:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, certain other borrowers party thereto, the Agent and the Lenders, and in order to obtain the benefits referred to therein, the Grantor has granted to the Agent, on behalf of itself and the Lenders, a security interest in substantially all of the Grantor's personal property and assets, including, without limitation, the Patent Collateral referred to in Section 2 below; and

**WHEREAS**, pursuant to the Loan Agreement, the Grantor has agreed to execute this Patent Security Agreement in respect of its Patent Collateral for recording with the US PATENT AND TRADEMARK OFFICE and with any other office in which a security interest in the Patent Collateral may be recorded under the laws of any other applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Loan and Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. **Grant of Security Interest in Patent Collateral.** The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following whether presently existing or hereafter created or acquired (the "Patent Collateral"):

(a) the United States patents, patent applications and patent licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to the Loan Agreement and this Patent Security Agreement which may be executed and delivered by the Grantor to the Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to such Patents; and

(c) any and all Proceeds of the foregoing.

3. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Patent Collateral by the Grantor under this Patent Security Agreement secures the payment of all Obligations (other than any contingent indemnification obligations not yet due and payable) of the 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.

4. **Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

5. **Execution in Counterparts.** This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. **Grants, Rights and Remedies.** This Patent Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Patent Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

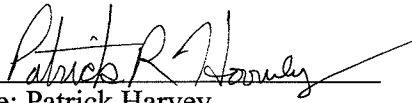
7. **Governing Law.** **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.**

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IN WITNESS WHEREOF, the parties hereto have executed this Patent Security Agreement by their duly authorized officers as of the day and year first above written.

**GRANTOR:**

ACTION SPORTS IMAGE, L.L.C.

By:   
Name: Patrick Harvey  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Rodney G. McSwain  
Name: RODNEY G. McSWAIN  
Title: Sr. Vice President

**SCHEDULE A**

<u>Patent</u>	<u>Owner</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Race Car Fishing Lure	Action Sports Image, L.L.C.	Design Patent No: 406,634	Mar. 9, 1999