

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Oak Leaf Outdoors, Inc.	05/07/2012
RECEIVING PARTY DATA	
Name:	Heritage Bank of Central Illinois
Street Address:	615 North Trivoli Road
City:	Trivoli
State/Country:	ILLINOIS
Postal Code:	61569
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6306471
Patent Number:	6547035
Patent Number:	6568505
Patent Number:	D445201
Patent Number:	7371442
Patent Number:	7882931
Patent Number:	8066022
Application Number:	13342671
CORRESPONDENCE DATA	
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CH \$320.00 6306471

ATTORNEY DOCKET NUMBER:	015177.00047
NAME OF SUBMITTER:	Randall J. Peck
Total Attachments: 5 source=Patent_Recordation_Form_and_Security_Agreement#page1.tif source=Patent_Recordation_Form_and_Security_Agreement#page2.tif source=Patent_Recordation_Form_and_Security_Agreement#page3.tif source=Patent_Recordation_Form_and_Security_Agreement#page4.tif source=Patent_Recordation_Form_and_Security_Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** dated as of May 7, 2012, is among **OAK LEAF OUTDOORS, INC.**, an Illinois corporation (together with its successors and permitted assigns, the “Assignor”) and **HERITAGE BANK OF CENTRAL ILLINOIS**, located and doing business at 615 North Trivoli Road, Trivoli, Illinois 61569-9502 (together with its successors and assigns, “Assignee”) and is made pursuant to the Forbearance Agreement dated as of the date hereof (the “**Forbearance Agreement**”), by and among the Assignor, **MATTHEW T. WEAVER** residing at 9220 N Princeville-Jubilee Road, Brimfield, IL 61517, **MICHELLE A. WEAVER-CAGWIN** residing at 8816 N. Voorhees Road, Edwards, IL 61528, **JENNIFER M. SCHLIPF** residing at 7601 Grange Hall Road, Dunlap, IL 61525, **JARED S. SCHLIPF** residing at 7601 Grange Hall Road, Dunlap, IL 61525, **JEFFREY G. WEAVER** residing at 5100 N. Weaver Ridge Boulevard, Peoria, IL 61615, and **WEAVER ENTERPRISES, LTD.**, a Nevada corporation, whose address is Box 3280, Peoria, IL 61612, as guarantors (each a “Guarantor” and, collectively, the “Guarantors”).

WHEREAS, Assignor is the owner of certain United States patents, patent rights and patent applications (including but not limited to divisions, continuations, continuations-in-part, and re-examinations) and any renewals, extensions, reissues or improvements thereof including those listed on Exhibit 1 hereto, and together with any other rights, priorities and privileges relating to inventions, formulae, discoveries and ideas (whether patentable or unpatentable and whether or not reduced to practice), and all rights to obtain any reissues, renewals or extensions of the foregoing together with all licenses for any of the foregoing and all causes of action arising prior to or after the date hereof for infringement of any of the foregoing (collectively, the “**Patents**”); and

WHEREAS, the Assignor, the Guarantors and the Assignee have entered into the Forbearance Agreement, pursuant to which the Assignee agrees to forbear from enforcing its rights under a Promissory Note dated September 15, 2010, as modified and extended from time to time thereafter (as modified, the "Note") and various mortgages, commercial security agreements and guarantees entered into with the Assignee, on the one hand, and the Assignor and/or Guarantors, on the other hand (together with the Note, collectively, the "Loan Documents"); and

WHEREAS, one of the conditions under the Forbearance Agreement that payment of the Obligations (as defined in the Forbearance Agreement) shall continue to be secured by, among other things, a security interest in favor of the Assignee in the Patents now existing and hereafter adopted or acquired and all proceeds thereof and Assignor is willing to ratify its prior grant to the Assignee of a security interest in the Patents, including without limitation, the Patents now existing and hereafter adopted or acquired and all proceeds thereof and all other related claims and rights as more fully described in the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby ratifies its prior pledge and grant to Assignee of a security interest and lien in and to the Patents now existing and hereafter adopted or acquired and all proceeds thereof. The Assignor and Assignee hereby consent to the disclosure of the terms of the Forbearance Agreement described in this Agreement and give notice of the prior security interest and of the existence of the Forbearance Agreement and Loan Documents providing therefore.

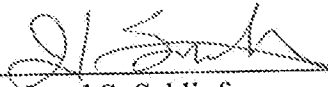
The lien and security interest ratified by the Assignee pursuant to this Agreement and the exercise of any right or remedy by the Assignee hereunder shall be subject to the provisions of

the Forbearance Agreement and the Loan Documents. The Assignor agrees that, without the Assignee's prior written consent, the Assignor will not abandon any of the Patents or take any action (or fail to take any action) that would affect validity, priority, perfection, or enforcement of any of the Patents.

Executed as of the date first above written.

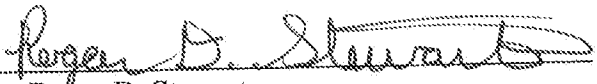
Assignor:

OAK LEAF OUTDOORS, INC.

By: 
Jared S. Schlipf
President

Assignee:

HERITAGE BANK OF CENTRAL ILLINOIS

By: 
Roger D. Stewart
Senior Vice President
Chief Credit Officer

[Signature Page of Patent Security Agreement]

EXHIBIT 1

UNITED STATES PATENTS AND APPLICATIONS:

(all owned by Oak Leaf Outdoors, Inc.)

Application No.	Patent No.
09/405,356	6,306,471
09/315,436	6,547,035
09/498,914	6,568,505
29/127,572	D445,201
13/342,671	-
10/888,475	7,371,442
11/321,007	7,882,931
12/767,500	8,066,022