

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2583137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MCKENZIE SPORTS PRODUCTS, LLC	10/18/2013
RECEIVING PARTY DATA	
Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive
Internal Address:	Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8201793
Patent Number:	8157234
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CAROLE DOBBINS C/O KATTEN MUCHIN
Address Line 1:	525 W. MONROE ST.
Address Line 4:	CHICAGO, ILLINOIS 60661
NAME OF SUBMITTER:	CAROLE DOBBINS
Signature:	/Carole Dobbins/
Date:	10/18/2013
Total Attachments: 5	

CH \$80.00 8201793

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "**Agreement**") made as of this 18th day of October, 2013, by McKenzie Sports Products, LLC, a North Carolina limited liability company ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated of March 30, 2012, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Termination. Upon (i) the termination of the Collateral Agreement, (ii) a sale, transfer or other disposition expressly permitted by the Credit Agreement or the Collateral Agreement, or (iii) the release of any Grantor expressly permitted by the Credit Agreement, promptly upon the request of Grantor, Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Patent Collateral under this Agreement, all without representation or warranty by Grantee and at Grantor's sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MCKENZIE SPORTS PRODUCTS, LLC

By: David Sachs
Name: David Sachs
Title: President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Brian Schleich
Title: Vice President

Patent Security Agreement

PATENT
REEL: 031437 FRAME: 0438


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MCKENZIE SPORTS PRODUCTS, LLC

By: _____
Name: David Sachs
Title: President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Brian Schleich
Title: Vice President

Patent Security Agreement

PATENT
REEL: 031437 FRAME: 0439

SCHEDULE 1

Patents

Patent	Registration Number	Registration Date	Jurisdiction
Habitat mount for wall mounted taxidermy mannequin	8157234	4/17/2012	USPTO
Habitat mount for wall mounted taxidermy mannequin	8201793	6/19/2012	USPTO

Patent Applications

Patent	Application Number	Application Date	Jurisdiction
None.			