

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2584657

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:	LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., AS AGENT
Street Address:	335 NORTH MAPLE DRIVE
Internal Address:	SUITE 130
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8157234
Patent Number:	8201793
CORRESPONDENCE DATA	
Fax Number:	(213)830-8743
Phone:	213-680-6400
Email:	kimberley.lathrop@bingham.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KIMBERLEY A. LATHROP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 2:	BINGHAM MCCUTCHEN LLP
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	3212227.359400
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
Signature:	/Kimberley A. Lathrop/

CH \$80.00 8157234

Date:

10/21/2013

Total Attachments: 5

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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 Levine Leichtman Capital Partners IV, L.P., in its capacity as Agent for the Noteholders party to the Note Purchase Agreement (defined below) (herein, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Noteholders identified therein are parties to that certain Note Purchase Agreement dated as of March 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), providing for the issuance of notes by Grantor (or one or more affiliates thereof) to the Noteholders; 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 Note Purchase Agreement and Collateral Agreement. The Note Purchase 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 Note Purchase Agreement or the Collateral Agreement, or (iii) the release of any Grantor expressly permitted by the Note Purchase 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: 
Name: David Sachs
Title: President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

**LEVINE LEICHTMAN CAPITAL
PARTNERS, INC.**, a California corporation

On behalf of LEVINE LEICHTMAN
CAPITAL PARTNERS IV, L.P., a Delaware
limited partnership, as Agent

By: 

Name: Steven Hartman

Title: Vice President

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.			