

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3004174

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLEAN-SHOT ARCHERY, INC.	03/27/2014
RECEIVING PARTY DATA		
Name:	BRIAN MCCLAIN, NOTEHOLDER REPRESENTATIVE	
Street Address:	1100 SW 27TH STREET	
City:	RENTON	
State/Country:	WASHINGTON	
Postal Code:	98057	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	7231721	
Patent Number:	8251845	
Patent Number:	8657709	
Patent Number:	8286871	
Patent Number:	8777786	
Application Number:	13726063	
Application Number:	14187296	
PCT Number:	US2013020057	
CORRESPONDENCE DATA		
Fax Number:	(206)583-2344	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	206-583-2609	
Email:	dwcdocket@dwccattorney.com	
Correspondent Name:	DWC LAW FIRM, P.S.	
Address Line 1:	PO BOX 3041	
Address Line 4:	SEATTLE, WASHINGTON 98114	
ATTORNEY DOCKET NUMBER:	404-300	
NAME OF SUBMITTER:	TYLER HUBLEY	
SIGNATURE:	/tyler hubley/	
DATE SIGNED:	08/29/2014	

PATENT

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of March 27, 2014, by CLEAN-SHOT ARCHERY, INC., a Washington corporation ("Grantor"), for the benefit of the Noteholder Representative, representative of the Noteholders ("Noteholder Representative").

RECITALS:

Whereas, the Grantor, as borrower, has entered into the Junior Secured Note Purchase Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Note Purchase Agreement," all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Note Purchase Agreement); and

Whereas, under the terms of the Note Purchase Agreement, the Grantor has granted to Noteholder Representative a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to Noteholder Representative a security interest in all of such Grantor's right, title, and interest in and to the following ("Collateral"):

1.1 All patents and patent applications set forth in Schedule 1.1 hereto ("Patents") and any Patents thereafter owned or acquired thereby the Grantor;

1.2 All trademark and service mark registrations and applications set forth in Schedule 1.2 hereto, together with the goodwill symbolized thereby ("Trademarks") and any Trademarks thereafter owned or acquired thereby the Grantor;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule 1.3 hereto ("Copyrights") and any Copyrights thereafter owned or acquired thereby the Grantor;

1.4 All reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

1.5 Any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

1.6 Any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Agreement secures the payment of all Obligations of such 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. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to Noteholder Representative under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This 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.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Note Purchase Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Noteholder Representative with respect to the Collateral are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

CLEAN-SHOT ARCHERY, INC.



By: LARRY BAY

Title: CEO

Exhibits Attached

Schedule 1.1 Patents

Schedule 1.2 Trademarks

Schedule 1.3 Copyrights

Schedule 1.1 Patents

PATENTS:

Company or Affiliate	Patent	Country	Application No. or Patent No.	Application Filing Date or Issue Date
CLEAN-SHOT ARCHERY, INC.	Archery Laser Arrow	US	7,231,721 B2	6/19/2007
CLEAN-SHOT ARCHERY, INC.	Arrowhead With Laser	US	8,251,845 B2	8/28/2012
CLEAN-SHOT ARCHERY, INC.	Arrowhead With Laser	US	8,657,709 B2	2/25/2014
CLEAN-SHOT ARCHERY, INC.	Arrowhead With Laser and Electronic Archery Sighting System	US	Application No. 13/273,932	Filing Date: 10/14/2011
CLEAN-SHOT ARCHERY, INC.	Glueless Joining Devices for Interlocking with Hollow Shafts	Int'l	Int'l Publication No. WO 2013/103657 A1	7/11/2013
CLEAN-SHOT ARCHERY, INC.	Glueless Joining Devices for Interlocking with Hollow Shafts	US	Application No. 13/726,063	Filing Date: 12/22/2012
CLEAN-SHOT ARCHERY, INC.	Lighted Nock	US	Application No. 14/176,829	Filing Date: 2/10/2014
CLEAN-SHOT ARCHERY, INC.	Electronic Archery Sighting System and Bore Sighting Arrow	US	8,286,871 B2	10/16/2012

Schedule 1.2 Trademarks

TRADEMARKS:

Company or Affiliate	Trademark	Country	Application No. or Registration No.	Application Filing Date or Registration Date
CLEAN-SHOT ARCHERY, INC.	CLEAN-SHOT	US	4,046,286	10/25/2011
CLEAN-SHOT ARCHERY, INC.	LOCK-N-LOAN	US	4,279,328	1/22/2013
CLEAN-SHOT ARCHERY, INC.	NOCK OUT	US	4,476,087	1/28/2014
CLEAN-SHOT ARCHERY, INC.	SPOT-ON	US	4,046,287	10/25/2011

Schedule 1.3 Copyrights

No registered Copyrights

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