

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3030659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MCKENZIE SPORTS PRODUCTS, LLC	09/18/2014
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6884080
Patent Number:	6789709
Patent Number:	6799974
Patent Number:	6007881
Patent Number:	5735895
Application Number:	12565272
Application Number:	12884571
Application Number:	12884520
Application Number:	61526334
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	617.526.9600
Email:	oandrews@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	11668.136
NAME OF SUBMITTER:	BRENDA FLOCKHART-SHANKS

PATENT

SIGNATURE:	/Brenda Flockhart-Shanks/
DATE SIGNED:	09/19/2014
Total Attachments: 5 source=Patent Security Agreement (McKenzie)#page1.tif source=Patent Security Agreement (McKenzie)#page2.tif source=Patent Security Agreement (McKenzie)#page3.tif source=Patent Security Agreement (McKenzie)#page4.tif source=Patent Security Agreement (McKenzie)#page5.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 18, 2014, by McKenzie Sports Products, LLC, a North Carolina limited liability company, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of Ares Capital Corporation, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, certain affiliates of the Grantors from time to time party thereto, Lenders from time to time party thereto (the "Lenders"), the L/C Issuer and Administrative Agent, Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term "Patents" shall mean all of each Grantor's patents and patent applications, the inventions and improvements described and claimed therein, and all patentable inventions, including, without limitation, the registered patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the Credit Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) each Patent listed on Schedule 1 annexed hereto, together with any reissues, divisions, continuations, continuations-in-part, renewals or extensions thereof; and

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

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Patent Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of the Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MCKENZIE SPORTS PRODUCTS, LLC

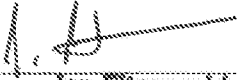
By: David Sachs
Name: David Sachs
Title: President and Chief Financial Officer

{Signature Page to Patent Security Agreement}

PATENT
REEL: 033780 FRAME: 0276

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Administrative
Agent

By 
Name Ian Fitzgerald
Title Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

REGISTERED PATENTS

Patent	Registration Number	Registration Date	Jurisdiction
Taxidermy form and method	6884080	4/25/2005	USPTO
Feather curler	6789709	9/14/2004	USPTO
Taxidermy head manikin and mouth assembly	6799974	10/5/2004	USPTO
Taxidermy system and method	6007881	12/28/1999	USPTO
Artificial eye with nictitating membrane	5735895	4/7/1998	USPTO

PATENT APPLICATIONS

Patent	Application Number	Application Date	Jurisdiction
Habitat mount for wall mounted taxidermy mannequin	12/565,272	9/23/2009	USPTO
Artificial eye and method of manufacture	12/884,571	9/17/2010	USPTO
Taxidermy head form and method	12/884,520	9/17/2010	USPTO
Taxidermy form and method of making the same	61/526,334	8/23/2011	USPTO