

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
FRABILL, INC.	05/12/2015

RECEIVING PARTY DATA

Name:	GCI CAPITAL MARKETS, LLC, AS AGENT
Street Address:	666 FIFTH AVENUE, 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D453622
Patent Number:	D451670

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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.

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Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	053644-0011
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	07/15/2015

Total Attachments: 13

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 12, 2015 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of GCI Capital Markets LLC, as administrative agent and collateral agent for the Lenders (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of May 12, 2015 by and among Plano Molding Company LLC, a Delaware limited liability company ("Borrower"), Plano Holding LLC, a Delaware limited liability company ("Holdings"), the Lenders, Agent and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower;

WHEREAS, to induce the Lenders to enter into and extend credit to Borrower under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of May 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between Borrower, Holdings, each of the Grantors, the other Subsidiary Parties, and the Agent, pursuant to which each of the Grantors pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in to and under the Collateral, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest in the Patent Collateral granted to the Agent on behalf of and for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2.1. Grant of Security Interest.

As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Agent on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "Patent Collateral"):

- (a) any and all United States patents and patent applications, including, without limitation, the patents and patent applications listed in Schedule A attached hereto;
- (b) all inventions and improvements described and claimed therein;

- (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof;
- (d) all Proceeds of the foregoing, including, without limitation, all license fees, royalties, income, claims, damages, proceeds of suit and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present, or future infringements or other violations of any of the foregoing;
- (e) the right to sue or otherwise recover for any past, present, and future infringements or other violations of any of the foregoing; and
- (f) all other rights accruing thereunder or pertaining thereto in the United States.

SECTION 2.2. Limited Exclusion.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, nor shall the security interest granted under Section 2.1 hereof attach to, any foreign intellectual property.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Choice of Law.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Termination.

In connection with any termination or release pursuant to Section 7.12(a) of the Pledge and Security Agreement, the Agent hereby acknowledges its obligations under Section 7.12(b) thereof, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

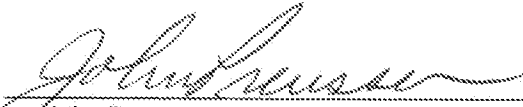
SECTION 6. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

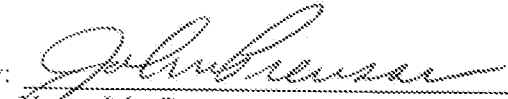
PLANO MOLDING COMPANY, LLC,
as Grantor

By: 
Name: John Preusser
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 036106 FRAME: 0170

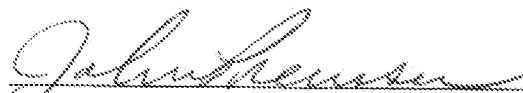
WILDGAME INNOVATIONS, L.L.C.,
WGI INNOVATIONS, LTD.,
BARNETT OUTDOORS, LLC,
EVOLVED INGENUITY, LLC
each as Grantor

By: 
Name: John Preusser
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 036106 FRAME: 0171

FRABILL, INC.,
each as Grantor

By: 
Name: John Preusser
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 036106 FRAME: 0172

Accepted and Agreed:

GCI CAPITAL MARKETS LLC,
as Agent

By: 
Name: **Marc C. Robinson**
Title: **Managing Director**

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Grantor</u>
ELECTRONIC WILDLIFE CALL	12/984,947	WGI Innovations, Ltd.
SURVEILLANCE CAMERA WITH WIRELESS COMMUNICATION AND CONTROL CAPABILITY	13/166,264	WGI Innovations, Ltd.
IN-LINE REEL AND ROD ASSEMBLY	13/594,243	Plano Molding Company
WILD GAME CALL	13/711,816	Wildgame Innovations, LLC
GAME CALL EXTENSION APPARATUS AND METHOD	13/966,660	Wildgame Innovations, LLC
ELECTRICAL DECOY APPARATUS	13/686,536	WGI Innovations, Ltd.
FRAME FOR PORTABLE SHELTER AND ASSEMBLY	14/045464	Plano Molding Company, LLC

REGISTERED PATENTS

<u>Patent</u>	<u>Patent Number</u>	<u>Grantor</u>
RAPIDLY-OPENING HUNTING BLIND	6,694,995	Evolved Ingenuity, LLC
LOW-PROFILE SEAT WITH RELOCATABLE BACKREST	6,820,928	Evolved Ingenuity, LLC
COLLAPSIBLE ENCLOSURE WITH INTERCHANGEABLE AND REVERSIBLE COVERING ELEMENTS	7,040,333	Evolved Ingenuity, LLC
SCENT CONTAINMENT SYSTEM FOR HUNTING BLINDS	7,040,335	Evolved Ingenuity, LLC
COLLAPSIBLE	7,137,399	Evolved Ingenuity, LLC

<u>Patent</u>	<u>Patent Number</u>	<u>Grantor</u>
STRUCTURE WITH TOP SUPPORTING ELEMENTS		
PORTABLE SELECTIVELY-REVERSIBLE ENCLOSURE	7,178,538	Evolved Ingenuity, LLC
COLLAPSIBLE ENCLOSURE WITH 3-DIMENSIONAL TRIM ELEMENTS	7,225,823	Evolved Ingenuity, LLC
TREE STAND HUNTING BLIND	7,246,630	Evolved Ingenuity, LLC
SCENT CONTAINMENT SYSTEM FOR HUNTING BLINDS	7,493,910	Evolved Ingenuity, LLC
FEED DISPENSER	8,336,492	WGI Innovations, Ltd.
FEED DISPENSER	8,495,970	WGI Innovations, Ltd.
WILDLIFE SURVEILLANCE CAMERA	8,421,861	WGI Innovations, Ltd.
WIRELESS COMMUNICATION UNIT	D683,732	WGI Innovations, Ltd.
MOBILE WIRELESS SOUND MONITOR	D656,478	WGI Innovations, Ltd.
WIRELESS VIDEO MONITOR RECEIVE	D672,735	WGI Innovations, Ltd.
FEED DISPENSER	7,175,103	WGI Innovations, Ltd.
WIRELESS VIDEO MONITOR CAMERA	D644,259	WGI Innovations, Ltd.
ACTION CAMERA	D629,435	WGI Innovations, Ltd.
WILDLIFE SCOUTING CAMERA	D628,224	WGI Innovations, Ltd.
WILDLIFE SCOUTING CAMERA	D628,614	WGI Innovations, Ltd.
ACTION CAMERA WITH CAPABILITY OF CAPTURING IMAGES IN DAYLIGHT AND INFRARED	8,131,144	WGI Innovations, Ltd.

Schedule A - 2

<u>Patent</u>	<u>Patent Number</u>	<u>Grantor</u>
SCOUTING CAMERA	D655,735	WGI Innovations, Ltd.
SCOUTING CAMERA	D655,736	WGI Innovations, Ltd.
SCOUTING CAMERA	D657,412	WGI Innovations, Ltd.
ELECTRONIC ANIMAL CALL HANDLE	D630,540	WGI Innovations, Ltd.
ELECTRONIC ANIMAL CALL	D630,539	WGI Innovations, Ltd.
ELECTRONIC ANIMAL CALL	D641,274	WGI Innovations, Ltd.
ELECTRONIC ANIMAL CALL	D641,273	WGI Innovations, Ltd.
ELECTRONIC ANIMAL CALL	D641,275	WGI Innovations, Ltd.
FEEDER LIGHT	D644,366	WGI Innovations, Ltd.
SOUND MACHINE	D651,618	WGI Innovations, Ltd.
UTILITY BOX	D724,842	Plano Molding Company, LLC
BACKPACK	D699,941	Plano Molding Company, LLC
BACKPACK	D699,940	Plano Molding Company, LLC
PACK FRAME	D691,792	Plano Molding Company, LLC
BOW CASE	8,584,846	Plano Molding Company, LLC
FISHING BAIT AND TACKLE ORGANIZER	5,632,113	Plano Molding Company, LLC
GUN CASE	5,678,686	Plano Molding Company, LLC
UTILITY BAG	6,161,665	Plano Molding Company, LLC
CASE FOR ARCHERY EQUIPMENT	6,390,294	Plano Molding Company, LLC
TACKLE CONTAINER WITH NESTING SPACE	6,959,811	Plano Molding Company, LLC
IMPROVED TACKLE CONTAINER WITH CLIP SYSTEM	6,860,059	Plano Molding Company, LLC
CASE FOR ARCHERY EQUIPMENT	6,571,946	Plano Molding Company, LLC
GOLF CLUB TRANSPORT CASE	6,595,356	Plano Molding Company, LLC
BOW CASE	6,920,977	Plano Molding Company, LLC
ARROW CASE	6,880,698	Plano Molding Company, LLC
UTILITY CASE	7,121,407	Plano Molding Company, LLC
TACKLE CONTAINER WITH INTERCHANGEABLE	7,299,584	Plano Molding Company, LLC

Schedule A - 3

<u>Patent</u>	<u>Patent Number</u>	<u>Grantor</u>
INSERTS		
STORAGE CASE	7,357,250	Plano Molding Company, LLC
TACKLE CONTAINER WITH NESTING SPACES BETWEEN INTERIOR BARRIERS	7,552,560	Plano Molding Company, LLC
PROTECTIVE CASE INCLUDING RIGID SHELL MEMBERS	7,434,683	Plano Molding Company, LLC
INVERTED CELL HONEYCOMB STRUCTURE SHELVING	8,141,723	Plano Molding Company, LLC
TACKLE CONTAINER WITH REMOVABLE INSERTS HAVING COAXIALLY NOTCHED POSTS	7,941,965	Plano Molding Company, LLC
TACKLE CONTAINER WITH REMOVABLE INSERTS HAVING COAXIALLY NOTCHED POSTS	8,607,499	Plano Molding Company, LLC
ARCHER'S CASE	D456,133	Plano Molding Company, LLC
CHUCK BOX	D465,921	Plano Molding Company, LLC
BOW CASE	D475,196	Plano Molding Company, LLC
ARROW CASE	D483,178	Plano Molding Company, LLC
BOW CASE	D506,062	Plano Molding Company, LLC
CASE	D520,734	Plano Molding Company, LLC
CASE STORAGE AND TRANSPORT RACK	D528,796	Plano Molding Company, LLC
FRAMED CONTAINER	D527,181	Plano Molding Company, LLC
FIREARM CASE	D532,971	Plano Molding Company, LLC
FIREARM CASE	D528,790	Plano Molding Company, LLC
ARCHERY BOW CASE	D528,791	Plano Molding Company, LLC
CASE	D554,859	Plano Molding Company, LLC
STORAGE CASE	D555,356	Plano Molding Company, LLC
UTILITY BOX	D646,893	Plano Molding Company, LLC
AUTOMATIC LOCKING LANDING NET YOKE	7,124,533	Plano Molding Company, LLC
ICE SHELTER MODULAR SEAT	7,150,442	Plano Molding Company, LLC
CARRYING CASE	D453,622	Frabill, Inc.
EXPANDABLE FISHING ROD CASE	D451,670	Frabill, Inc.
PACKAGE FOR AN ARCHERY SET	D579,766	Barnett Outdoors, LLC

<u>Patent</u>	<u>Patent Number</u>	<u>Grantor</u>
CROSSBOW STOCK	D590,907	Barnett Outdoors, LLC
MULTI-PURPOSE CROSSBOW COCKING DEVICE AND METHOD	8,439,024	Barnett Outdoors, LLC
CROSSBOW WITH INSET FOOT CLAW	6,901,921	Barnett Outdoors, LLC
CROSSBOW WITH REMOVABLE PROD	8,042,530	Barnett Outdoors, LLC
CROSSBOW COCKING HANDLE	D654,133	Barnett Outdoors, LLC
BLOW GUN	D686,293	Barnett Outdoors, LLC
INDICATOR	61/725444	Barnett Outdoors, LLC
INDICATOR	14/078356	Barnett Outdoors, LLC
LIGHTED NOCK	61/923727	Barnett Outdoors, LLC
ARROW	62/090321	Barnett Outdoors, LLC
LIGHTED NOCK	14/589,703	Barnett Outdoors, LLC
GAME CALL	6,095,884	Wildgame Innovations, L.L.C.
STABILIZED RICE BRAN DEER FEED, ATTRACTANT AND BROWSE SUPPLEMENT	6,616,924	Wildgame Innovations, LLC
CROSSBOW STOCK WITH IMPROVED TRACK ASSEMBLY AND METHOD	8,607,772	Barnett Outdoors, LLC
WILDLIFE SURVEILANCE CAMERA	8,836,782	WGI Innovations, Ltd.
APPARATUS FOR CROSSBOWS	8,899,221	Barnett Outdoors, LLC
UTILITY BOX	D679,908	Plano Molding Company
BLOW GUN	D690,787	Barnett Outdoors, LLC
MOBILE WIRELESS SOUND MONITOR BASE	D692,847	WGI Innovations, Ltd.
BLOW GUN	D693,895	Barnett Outdoors, LLC
CAM COVER FOR COMPOUND BOW	D694,353	Barnett Outdoors, LLC
ELECTRONIC ANIMAL CALL	D700,099	WGI Innovations, Ltd.
PACKAGE FOR AN ARCHERY SET	D708,512	Barnett Outdoors, LLC
CROSSBOW	D716,399	Barnett Outdoors LLC
CROSSBOW	D716,400	Barnett Outdoors LLC
CROSSBOW		

Schedule A - 5

<u>Patent</u>	<u>Patent Number</u>	<u>Grantor</u>
	D716,401	Barnett Outdoors LLC
CROSSBOW	D716,402	Barnett Outdoors LLC
CROSSBOW	D716,398	Barnett Outdoors LLC
CROSSBOW	D718,404	Barnett Outdoors LLC
CROSSBOW	D718,830	Barnett Outdoors LLC
CROSSBOW	D718,831	Barnett Outdoors LLC

Schedule A - 6

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