503897953 06/30/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3944604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

### **CONVEYING PARTY DATA**

Name	Execution Date
DAISY MANUFACTURING COMPANY	06/30/2016

### **RECEIVING PARTY DATA**

Name:	DAISY SECOND LIEN LLC
Street Address:	10 WRIGHT ST.
Internal Address:	SUITE 230
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880

# **PROPERTY NUMBERS Total: 11**

Property Type	Number
Patent Number:	D514749
Patent Number:	6834616
Patent Number:	D483529
Patent Number:	6895894
Patent Number:	D488590
Patent Number:	6913263
Patent Number:	7234418
Patent Number:	7000566
Patent Number:	D495099
Patent Number:	7040251
Patent Number:	7275500

### **CORRESPONDENCE DATA**

(216)566-5800 Fax Number:

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.

Phone: (216)566-5731

Email: james.henderson@thompsonhine.com

**Correspondent Name:** JAMES J. HENDERSON Address Line 1: 127 PUBLIC SQUARE Address Line 2: 3900 KEY CENTER

REEL: 039059 FRAME: 0917 503897953

PATENT -

Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	057068.00007		
NAME OF SUBMITTER:	JAMES J. HENDERSON		
SIGNATURE:	/James J. Henderson/		
DATE SIGNED:	06/30/2016		
Total Attachments: 7 source=Patent Security Agreement - Execution Version#page1.tif			

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THIS AGREEMENT, THE LIENS AND SECURITY INTERESTS GRANTED HEREUNDER AND THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF JUNE 30, 2016 BETWEEN COMERICA BANK, AS ADMINISTRATIVE AGENT AND SECURED PARTY, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).

#### **AGREEMENT**

## (Patent)

THIS AGREEMENT (PATENT) (this "<u>Agreement</u>"), dated as of June 30, 2016, between the undersigned (the "<u>Debtor</u>") and Daisy Second Lien LLC, as secured party ("<u>Secured Party</u>").

#### WITNESSETH

- A. WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement dated as of June 30, 2016 (as amended, restated or otherwise modified from time to time, the "Loan Agreement") by and between Daisy Manufacturing Company ("Borrower") and Secured Party, as lender, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower; and
- B. WHEREAS, as a condition precedent to the making of the Loans under the Loan Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Loan Agreement).
- NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loans) to the Borrower pursuant to the Loan Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "<u>Patent Collateral</u>"), whether now owned or hereafter acquired or existing:
- (a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements and the

right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

- (b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto.
- (c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in <u>clauses (a)</u> and <u>(b)</u>; and
- (d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License, and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.
- SECTION 3. <u>Loan Agreement</u>. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Loan Agreement as security for the discharge and performance of the Indebtedness. The Loan Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Loan Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, or (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Loan Agreement, provided that the Secured Party shall have consented to such sale or disposition in accordance with the terms thereof.
- SECTION 5. <u>Acknowledgment</u>. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

DAISY MANUFACTURING COMPANY

Name: Keith Higginbotham

Its: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:				
DAISY MANUFACTURING COMPANY				
Ву:				
Its:				
ODGUDED D. DEV				
SECURED PARTY:				
DAISY SECOND LIEN LLC				
By: Mule Ry				
Its: MANGER				

# **SCHEDULE 1.1**

# PATENT COLLATERAL

Title	Application No.	Application Date	Registration No.	Registration Date	Country
HUMMINGBI RD FEEDER	29/214196	9/30/2004	D514749	2/7/2006	United States of America
HUMMINGBI RD FEEDER	110570	3/30/2005	110570	2/27/2007	Canada
BIRD FEEDER	10/339316	1/10/2003	6834616	12/28/2004	United States of America
BIRD FEEDER	29/173994	1/10/2003	D483529	12/9/2003	United States of America
BIRD FEEDER	10/339315	1/10/2003	6895894	5/24/2005	United States of America
BIRD FEEDER	29/174002	1/10/2003	D488590	4/13/2004	United States of America
TARGET HOLDING DEVICE	10/615943	7/10/2003	6913263	7/5/2005	United States of America
HUMMINGBI RD FEEDER	10/952929	9/30/2004	7234418	6/26/2007	United States of America
BIRD BATH WITH RESERVOIR	10/751438	1/6/2004	7000566	2/21/2006	United States of America
BIRD BATH WITH RESERVOIR	29/196777	1/6/2004	D495099	8/24/2004	United States of America
BIRD FEEDER	10/983705	11/9/2004	7040251	5/9/2006	United States of America
BIRD FEEDER	2003/000705	7/9/2003	17383	1/3/2005	Mexico
BIRD FEEDER	2455104	1/8/2004	2455104	5/20/2008	Canada
BIRD FEEDER	2455094	1/8/2004	2455094	7/17/2007	Canada
BIRD FEEDER	2003/000706	7/9/2003	17382	1/3/2005	Mexico

Title	Application No.	Application Date	Registration No.	Registration Date	Country
BIRD FEEDER	11/377361	3/17/2006	7275500	10/2/2007	United States of America

**RECORDED: 06/30/2016**