

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4126475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EASTMAN OUTDOORS, INC.	06/22/2012

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	9212862
Patent Number:	9207037
Patent Number:	9207036
Patent Number:	9194645
Patent Number:	9194644
Patent Number:	9194643
Patent Number:	8813735
Patent Number:	8701642
Patent Number:	8701641
Application Number:	14247808
Patent Number:	6520876

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: SUSAN M. KORNFIELD - BODMAN PLC

Address Line 1: 201 SOUTH DIVISION, SUITE 400

Address Line 4: ANN ARBOR, MICHIGAN 48104

PATENT

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/Susan M. Kornfield/
DATE SIGNED:	11/02/2016
Total Attachments: 17 source=Eastman Security Agreement#page1.tif source=Eastman Security Agreement#page2.tif source=Eastman Security Agreement#page3.tif source=Eastman Security Agreement#page4.tif source=Eastman Security Agreement#page5.tif source=Eastman Security Agreement#page6.tif source=Eastman Security Agreement#page7.tif source=Eastman Security Agreement#page8.tif source=Eastman Security Agreement#page9.tif source=Eastman Security Agreement#page10.tif source=Eastman Security Agreement#page11.tif source=Eastman Security Agreement#page12.tif source=Eastman Security Agreement#page13.tif source=Eastman Security Agreement#page14.tif source=Eastman Security Agreement#page15.tif source=Eastman Security Agreement#page16.tif source=Eastman Security Agreement#page17.tif	



Security Agreement
(Intellectual Property)

As of June 22, 2012, for value received, the undersigned ("Debtor") pledges, assigns and grants to Comerica Bank ("Bank"), whose address is 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Department, Mail Code 7578, a continuing security interest and lien (any pledge, assignment, security interest or other lien arising hereunder is sometimes referred to herein as a "security interest") in the Collateral (as defined below) to secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness ("Indebtedness") to the Bank of Gorilla, Inc. ("Borrower") and/or Debtor. Indebtedness includes without limit any and all obligations or liabilities of the Borrower and/or Debtor to the Bank, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown, originally payable to the Bank or to a third party and subsequently acquired by the Bank including, without limitation, any late charges, loan fees or charges, and overdraft indebtedness, any and all obligations or liabilities for which the Borrower and/or Debtor would otherwise be liable to the Bank were it not for the invalidity or unenforceability of them by reason of any bankruptcy, insolvency or other law, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Bank in establishing, determining, continuing, or defending the validity or priority of any security interest, or in pursuing its rights and remedies under this Agreement or under any other agreement between Bank and Borrower and/or Debtor or in connection with any proceeding involving Bank as a result of any financial accommodation to Borrower and/or Debtor; and all other costs of collecting Indebtedness, including without limit attorneys' fees. Debtor agrees to pay Bank all such costs incurred by the Bank, immediately upon demand, and until paid all costs shall bear interest at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Agreement to attorneys' fees shall be deemed a reference to reasonable fees, costs, and expenses of outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorneys' fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise.

1. Collateral shall mean all of the following property Debtor now or later owns or has an interest in, wherever located:
 - (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
 - (b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 - (c) any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;
 - (d) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
 - (e) any trademark or servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
 - (f) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
 - (g) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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- (h) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents;
- (i) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;
- (j) all goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise, and
- (k) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.

2. **Warranties, Covenants and Agreements.** Debtor represents, warrants, covenants and agrees as follows:

- 2.1 Debtor shall furnish to Bank, in form and at intervals as Bank may reasonably request, any information Bank may reasonably request and allow Bank to examine, inspect, and copy any of Debtor's books and records and allow Bank to visit and inspect any of Debtor's plants or facilities that manufacture, install or store products (or that have done so during the prior 6 month period) that are sold utilizing any of the Collateral and to inspect the products and quality control records relating thereto. Debtor shall, at the request of Bank, mark its records and the Collateral to clearly indicate the security interest of Bank under this Agreement.
- 2.2 At the time any Collateral becomes, or is represented to be, subject to a security interest in favor of Bank, Debtor shall be deemed to have warranted that (a) Debtor is the lawful owner of the Collateral and has the right and authority to subject it to a security interest granted to Bank; (b) none of the Collateral is subject to any security interest other than that in favor of Bank and there are no financing statements on file, other than in favor of Bank; and (c) Debtor acquired its rights in the Collateral in the ordinary course of its business.
- 2.3 Debtor will keep the Collateral free at all times from all claims, liens, security interests and encumbrances other than those in favor of Bank. Debtor will not, without the prior written consent of Bank, sell, transfer or lease, or permit to be sold, transferred or leased, any or all of the Collateral, except for non-exclusive licenses granted by Debtor in the ordinary course of business. Bank or its representatives may at all reasonable times inspect the Collateral and may enter upon all premises where the Collateral is kept or might be located.
- 2.4 Debtor will do all acts and will execute or cause to be executed all writings reasonably requested by Bank to establish, maintain and continue a perfected and first security interest of Bank in the Collateral. Debtor agrees that Bank has no obligation to acquire or perfect any lien on or security interest in any asset(s), whether realty or personalty, to secure payment of the Indebtedness, and Debtor is not relying upon assets in which the Bank may have a lien or security interest for payment of the Indebtedness.
- 2.5 Debtor will pay within the time that they can be paid without interest or penalty all taxes, assessments and similar charges which at any time are or may become a lien, charge, or encumbrance upon any Collateral, except to the extent contested in good faith and bonded in a manner satisfactory to Bank. If Debtor fails to pay any of these taxes, assessments, or other charges in the time provided above, Bank has the option (but not the obligation) to do so, and Debtor agrees to repay all amounts so expended by Bank immediately upon demand, together with interest at the highest lawful default rate which could be charged by Bank on any indebtedness.
- 2.6 [Intentionally Left Blank].
- 2.7 [Intentionally Left Blank].

- 2.8 If Bank, acting in its sole discretion, redelivers Collateral to Debtor or Debtor's designee for the purpose of (a) the ultimate sale or exchange thereof; or (b) presentation, collection, renewal, or registration of transfer thereof; or (c) loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with it preliminary to sale or exchange; such redelivery shall be in trust for the benefit of Bank and shall not constitute a release of Bank's security interest in it or in the proceeds or products of it unless Bank specifically so agrees in writing. If Debtor requests any such redelivery, Debtor will deliver with such request a duly executed financing statement in form and substance satisfactory to Bank. Any proceeds of Collateral coming into Debtor's possession as a result of any such redelivery shall be held in trust for Bank and immediately delivered to Bank for application on the Indebtedness. Bank may (in its sole discretion) deliver any or all of the Collateral to Debtor, and such delivery by Bank shall discharge Bank from all liability or responsibility for such Collateral. Bank, at its option, may require delivery of any Collateral to Bank at any time with such endorsements or assignments of the Collateral as Bank may request.
- 2.9 At any time following the occurrence and during the continuance of an Event of Default and without notice, Bank may (a) cause any or all of the Collateral to be transferred to its name or to the name of its nominees; (b) receive or collect by legal proceedings or otherwise all dividends, interest, principal payments and other sums and all other distributions at any time payable or receivable on account of the Collateral, and hold the same as Collateral, or apply the same to the Indebtedness, the manner and distribution of the application to be in the sole discretion of Bank; (c) enter into any extension, subordination, reorganization, deposit, merger or consolidation agreement or any other agreement relating to or affecting the Collateral, and deposit or surrender control of the Collateral, and accept other property in exchange for the Collateral and hold or apply the property or money so received pursuant to this Agreement.
- 2.10 Bank may assign any of the Indebtedness and deliver any or all of the Collateral to its assignee, who then shall have with respect to Collateral so delivered all the rights and powers of Bank under this Agreement, and after that Bank shall be fully discharged from all liability and responsibility with respect to Collateral so delivered.
- 2.11 Debtor delivers this Agreement based solely on Debtor's independent investigation of (or decision not to investigate) the financial condition of Borrower and is not relying on any information furnished by Bank. Debtor assumes full responsibility for obtaining any further information concerning the Borrower's financial condition, the status of the Indebtedness or any other matter which the undersigned may deem necessary or appropriate now or later. Debtor waives any duty on the part of Bank, and agrees that Debtor is not relying upon nor expecting Bank to disclose to Debtor any fact now or later known by Bank, whether relating to the operations or condition of Borrower, the existence, liabilities or financial condition of any guarantor of the Indebtedness, the occurrence of any default with respect to the Indebtedness, or otherwise, notwithstanding any effect such fact may have upon Debtor's risk or Debtor's rights against Borrower. Debtor knowingly accepts the full range of risk encompassed in this Agreement, which risk includes without limit the possibility that Borrower may incur Indebtedness to Bank after the financial condition of Borrower, or Borrower's ability to pay debts as they mature, has deteriorated.
- 2.12 Debtor shall defend, indemnify and hold harmless Bank, its employees, agents, shareholders, affiliates, officers, and directors from and against any and all claims, damages, fines, expenses, liabilities or causes of action of whatever kind, including without limit consultant fees, legal expenses, and attorneys' fees, suffered by any of them as a direct or indirect result of any actual or asserted violation of any law, including, without limit, Environmental Laws, or of any remediation relating to any property required by any law, including without limit Environmental Laws, **INCLUDING ANY CLAIMS, DAMAGES, FINES, EXPENSES, LIABILITIES OR CAUSES OF ACTION OF WHATEVER KIND RESULTING FROM BANK'S OWN NEGLIGENCE**, except and to the extent (but only to the extent) caused by Bank's gross negligence or willful misconduct.
- 2.13 Debtor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary course of business.
- 2.14 Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Debtor is party or by which Debtor is bound, except to the extent that certain intellectual property

agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment.

- 2.15 Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.
- 2.16 Debtor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Debtor, in form acceptable to Bank, listing any applications or registrations that Debtor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Debtor shall promptly advise Bank of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent or Copyright not specified in this Security Agreement.
- 2.17 Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate.
- 2.18 Debtor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Security Agreement. Debtor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Debtor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Collateral.
- 2.19 This Security Agreement creates, and in the case of after-acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after-acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the indebtedness upon making the filings referred to below.
- 2.20 Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the U.S. or (b) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder.
- 2.21 All information heretofore, herein or hereafter supplied to Bank by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects;
- 2.22 Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Bank's prior written consent. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Debtor is required, in its commercially reasonable judgment to accept such provisions; and
- 2.23 Upon any executive officer of Debtor obtaining knowledge thereof, Debtor will promptly notify Bank in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Debtor

to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

3. Collection of Proceeds.

- 3.1 Debtor agrees to collect and enforce payment of all Collateral until Bank shall direct Debtor to the contrary (which direction may only be given following the occurrence and during the continuance of an Event of Default). Immediately upon notice to Debtor by Bank and at all times after that, Debtor agrees to fully and promptly cooperate and assist Bank in the collection and enforcement of all Collateral and to hold in trust for Bank all payments received in connection with Collateral and from the sale, lease or other disposition of any Collateral, all rights by way of suretyship or guaranty and all rights in the nature of a lien or security interest which Debtor now or later has regarding Collateral. Immediately upon and after such notice, Debtor agrees to (a) endorse to Bank and immediately deliver to Bank all payments received on Collateral or from the sale, lease or other disposition of any Collateral or arising from any other rights or interests of Debtor in the Collateral, in the form received by Debtor without commingling with any other funds, and (b) immediately deliver to Bank all property in Debtor's possession or later coming into Debtor's possession through enforcement of Debtor's rights or interests in the Collateral. Following the occurrence and during the continuance of an Event of Default, Debtor irrevocably authorizes Bank or any Bank employee or agent to endorse the name of Debtor upon any checks or other items which are received in payment for any Collateral, and to do any and all things necessary in order to reduce these items to money. Bank shall have no duty as to the collection or protection of Collateral or the proceeds of it, or as to the preservation of any related rights, beyond the use of reasonable care in the custody and preservation of Collateral in the possession of Bank. Debtor agrees to take all steps necessary to preserve rights against prior parties with respect to the Collateral. Nothing in this Section 3.1 shall be deemed a consent by Bank to any sale, lease or other disposition of any Collateral.

4. Defaults, Enforcement and Application of Proceeds.

- 4.1 Upon the occurrence of an Event of Default (under and as defined in that certain Letter Agreement dated as of June 22, 2012, among Debtor, Borrower and Bank, as amended, modified, revised or restated from time to time, the "Credit Agreement") (each an "Event of Default"), Debtor shall be in default under this Agreement.
- 4.2 Upon the occurrence and during the continuance of any Event of Default, Bank may at its discretion and without prior notice to Debtor declare any or all of the indebtedness to be immediately due and payable, and shall have and may exercise any right or remedy available to it including, without limitation, any one or more of the following rights and remedies:
- (a) Exercise all the rights and remedies upon default, in foreclosure and otherwise, available to secured parties under the provisions of the Uniform Commercial Code and other applicable law;
 - (b) Institute legal proceedings to foreclose upon the lien and security interest granted by this Agreement, to recover judgment for all amounts then due and owing as indebtedness, and to collect the same out of any Collateral or the proceeds of any sale of it;
 - (c) Institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any or all Collateral; and/or
 - (d) Personally or by agents, attorneys, or appointment of a receiver, enter upon any premises where Collateral may then be located, and take possession of all or any of it and/or render it unusable; and without being responsible for loss or damage to such Collateral, hold, operate, sell, lease, or dispose of all or any Collateral at one or more public or private sales, leaseings or other dispositions, at places and times and on terms and conditions as Bank may deem fit, without any previous demand or advertisement; and except as provided in this Agreement, all notice of sale, lease or other disposition, and advertisement, and other notice or demand, any right or equity of redemption, and any obligation of a prospective purchaser or lessee to inquire as to the power and authority of Bank to sell, lease, or otherwise dispose of the Collateral or as to the application by Bank of the proceeds of sale or otherwise, which would otherwise be required by, or available to Debtor under, applicable law are expressly waived by Debtor to the fullest extent permitted.

- 5.8 In the event that applicable law shall obligate Bank to give prior notice to Debtor of any action to be taken under this Agreement, Debtor agrees that a written notice given to Debtor at least five days before the date of the act shall be reasonable notice of the act and, specifically, reasonable notification of the time and place of any public sale or of the time after which any private sale, lease, or other disposition is to be made, unless a shorter notice period is reasonable under the circumstances. A notice shall be deemed to be given under this Agreement when delivered to Debtor or when placed in an envelope addressed to Debtor and deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States Postal Service or delivered to an overnight courier. The mailing shall be by overnight courier, certified, or first class mail.
- 5.9 Notwithstanding any prior revocation, termination, surrender, or discharge of this Agreement in whole or in part, the effectiveness of this Agreement shall automatically continue or be reinstated in the event that any payment received or credit given by Bank in respect of the Indebtedness is returned, disgorged, or rescinded under any applicable law, including, without limitation, bankruptcy or insolvency laws, in which case this Agreement, shall be enforceable against Debtor as if the returned, disgorged, or rescinded payment or credit had not been received or given by Bank, and whether or not Bank relied upon this payment or credit or changed its position as a consequence of it. In the event of continuation or reinstatement of this Agreement, Debtor agrees upon demand by Bank to execute and deliver to Bank those documents which Bank determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Debtor to do so shall not affect in any way the reinstatement or continuation.
- 5.10 This Agreement and all the rights and remedies of Bank under this Agreement shall inure to the benefit of Bank's successors and assigns and to any other holder who derives from Bank title to or an interest in the Indebtedness or any portion of it, and shall bind Debtor and the heirs, legal representatives, successors, and assigns of Debtor. Nothing in this Section 5.10 is deemed a consent by Bank to any assignment by Debtor.
- 5.11 If there is more than one Debtor, all undertakings, warranties and covenants made by Debtor and all rights, powers and authorities given to or conferred upon Bank are made or given jointly and severally.
- 5.12 Except as otherwise provided in this Agreement, all terms in this Agreement have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Michigan Uniform Commercial Code.
- 5.13 No single or partial exercise, or delay in the exercise, of any right or power under this Agreement, shall preclude other or further exercise of the rights and powers under this Agreement. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. This Agreement constitutes the entire agreement of Debtor and Bank with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless the same shall be in writing and signed by Debtor and an authorized officer of Bank. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.
- 5.14 [Reserved].
- 5.15 Debtor's chief executive office and its principal place of business is located and shall be maintained at

3476 Eastman Drive
 STREET ADDRESS

Flushing Michigan
 CITY STATE ZIP CODE COUNTY

If Collateral is located at other than address specified above, such Collateral is located and shall be maintained at

STREET ADDRESS

CITY

STATE

ZIP CODE

COUNTY

Collateral shall be maintained only at the locations identified in this Section 5.15.

- 5.16 A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement under the Uniform Commercial Code and may be filed by Bank in any filing office.
- 5.17 This Agreement shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Uniform Commercial Code, but the obligations contained in Section 2.13 of this Agreement shall survive termination.
- 5.18 Debtor agrees to reimburse the Bank upon demand for any and all costs and expenses (including, without limit, court costs, legal expenses and reasonable attorneys' fees, whether inside or outside counsel is used, whether or not suit is instituted and, if suit is instituted, whether at the trial court level, appellate

level, in a bankruptcy, probate or administrative proceeding or otherwise) incurred in enforcing or attempting to enforce this Security Agreement or in exercising or attempting to exercise any right or remedy under this Agreement or incurred in any other matter or proceeding relating to this Security Agreement.

6. DEBTOR AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY-TO-CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE INDEBTEDNESS.

7. Special Provisions Applicable to this Agreement. (*None, if left blank)

Debtor:

EASTMAN OUTDOORS, INC.

By: 

SIGNATURE OF

Its: President

TITLE (if applicable)

Bank:

COMERICA BANK

By: 

SIGNATURE OF

Its: Vice President

TITLE

EXHIBIT A

Copyrights

Title	Reg. No.	Reg. Date
Spider web design	VAu000633511	7/27/04

EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Arrowhead having both fixed and mechanically expandable blades	12/052999	3/21/08	8,062,155	11/22/11
Fixed parallel-blade broadhead having modified H-shaped outline configuration	12/713694	2/26/10	8,167,748	5/1/12
Composite arrow shaft including two-part reinforcing sleeve, method of making same, and front-loaded arrow which is produced therewith	11/513825	8/31/06	7,608,002	10/27/09
Universal adjustably positionable masking panel system, apparatus and kit, and method of using same	11/320171	12/28/05	7,594,514	9/29/09
Concealed outdoor enclosure having one-way visibility over a 360 degree visual field	11/336625	1/20/06	7,565,909	7/28/09
Outdoor enclosure with scent-dampening liner	11/192596	7/29/05	7,121,290	10/17/06
Marinating food tumbler apparatus	10/845905	5/14/04	7,047,875	5/23/06
Marinade tumbler	10/717982	11/20/03	7,047,874	5/23/06
Cooking stove including invertible support rack, support rack with dual cooking surfaces, and methods of using same	10/717980	11/20/03	6,978,777	12/27/05
Portable outdoor enclosure	11/060079	2/17/05	7,320,332	1/22/08
Outdoor heater and method of assembling same	09/874642	6/5/01	6,907,875	6/21/05
Burner assembly, outdoor stove including same, and stove kit	10/165607	6/7/02	6,742,514	6/1/04

Title	App. No.	Filing Date	Patent No.	Granted Date
Method of making arrow shaft including integral sleeve, and arrow shaft which is produced thereby	10/701896	11/5/03	7,201,818	4/10/07
Deflection-resistant arrowhead having both fixed and mechanically expandable blades	09/810284	3/16/01	6,554,727	4/29/03
Filtering pump assembly	09/391864	9/8/99	6,179,558	1/30/01
Archery bow stabilizer	29/234581	7/20/05	D561292	2/5/08
Canister	29/238914	9/22/05	D535527	1/23/07
Portable outdoor shelter	29/234113	7/13/05	D524900	7/11/06
Canister	29/194293	11/21/03	D523292	6/20/06
Tumbler base	29/194292	11/21/03	D504143	4/19/05
Universal 3-D camouflage strips with nature effects, camouflage cover formed therefrom, and outdoor enclosure incorporating same	11/319993	12/28/05	7,650,899	1/26/10
Reinforced arrow shaft including integral fabric sleeve, and arrow which is produced therewith	10/341635	1/14/03	6,866,599	3/15/05
Accessory Mount for a Crossbow	13/399756	2/17/12	n/a	n/a
Fixed Parallel Broadhead	29/369403	9/8/10	n/a	n/a
Multiple Modules Arrow Shaft	61/579521	1/3/12	n/a/	n/a
Crossbow	14/247748	4/8/14	9,212,862	12/15/15
Crossbow	14/247939	4/8/14	9,207,037	12/8/15
Crossbow	14/247882	4/8/14	9,207,036	12/8/15
Crossbow	14/180865	2/14/14	9,194,645	11/24/15
Crossbow	14/178837	2/12//14	9,194,644	11/24/15
Crossbow	14/174345	2/6//14	9,194,643	11/24/15
Crossbow	13/706023	12/5/12	8,813,735	8/26/14

Title	App. No.	Filing Date	Patent No.	Granted Date
Crossbow	13/705976	12/5/12	8,701,642	4/22/14
Crossbow	13/705922	12/5/12	8,701,641	4/22/14
Cocking winch apparatus for a crossbow, crossbow system including the cocking winch apparatus, and method of using same	12/118411	5/9/08	8,443,790	5/21/13
Broadhead with fixed parallel blade	29/369403	9/8/10	D672836	12/18/12
Crossbow	14/247808	4/8/14	n/a	n/a
Reinforced arrow shaft including integral fabric sleeve, method of making same, and arrow which is produced therewith	09/685233	10/10/00	6,520,876	2/18/03

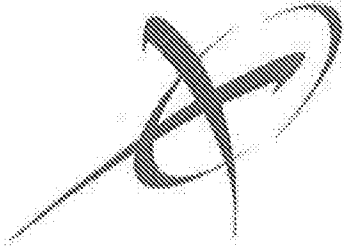


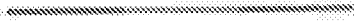
EXHIBIT C



Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PREDATECH	85/554883	2/28/12	n/a	n/a
TROPHY SHOT	85/405929	8/24/11	n/a	n/a
EASTMAN OUTDOORS	85/337252	6/3/11	n/a	n/a
360 SPINE (and Design)	85/328486	5/24/11	n/a	n/a
CX PIN POINT	85/306010	4/27/11	n/a	n/a
LA FEMME DANGEREUSE	85/268266	3/16/11	4,155,311	6/5/12
DARK IRON	85/261988	3/9/11	n/a	n/a
BIOSYNC3 (Stylized letters)	85/262222	3/9/11	n/a	n/a
SPEED FREAK	85/166209	11/1/10	4,136,355	5/1/12
DEVIL'S WRATH	85/166230	11/1/10	4,122,608	4/3/12
CARBRA-MAX	85/162208	10/27/10	3,955,109	5/3/11
HOT PURSUIT	85/141845	9/30/10	4,036,221	10/4/11
DUAL SPINE WEIGHT FORWARD	85/125744	9/9/10	4,089,203	1/17/12
MAYHEM	85/120577	9/1/10	3,954,647	5/3/11
PILE DRIVER	85/120599	9/1/10	3,969,586	5/31/11
MUTINY	85/118427	8/30/10	3,954,445	5/3/11
MACH 5	85/118412	8/30/10	4,036,162	10/4/11
MAXIMA BLUE STREAK	85/118383	8/30/10	4,032,644	9/27/11
DUAL SPINE	85/052528	6/2/10	n/a	n/a
WEIGHT FORWARD	85/031904	5/6/10	4,116,338	3/20/12
K-360	77/942102	2/23/10	3,946,783	4/19/11
OUTDOOR GOURMET	77/434667	3/28/08	n/a	n/a

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
X-FORCE	77/352355	12/14/07	3,668,216	8/18/09
CYCLOPS	77/323502	11/7/07	3,832,347	8/10/10
SPINE-SELECTED	77/323341	11/7/07	3,683,740	9/15/09
MAXIMA HUNTER	77/232213	7/18/07	3,531,908	11/11/08
NANO-XR	78/942434	8/1/06	3,386,912	2/19/08
WING SHOTZ	78/931099	7/17/06	3,416,186	4/22/08
CARBON REBEL HUNTER	78/812399	2/10/06	3,187,070	12/19/06
MAXIMA (Stylized letters)	78/811223	2/9/06	3,251,049	6/12/07
MAXIMA	78/805484	2/2/06	3,180,926	12/5/06
REVOLUTION	78/798089	1/24/06	3,189,272	12/26/06
ICE CUBE	78/637965	5/26/05	3,225,838	4/3/07
HIVE UPRISING	76/639337	5/23/05	3,218,474	3/13/07
SCREAMIN' SAMURAI	76/639338	5/23/05	3,240,264	5/8/07
RASTA RIOT	76/639334	5/23/05	3,352,873	12/11/07
LEMONATION	76/639335	5/23/05	3,240,262	5/8/07
CHE POTLE (Stylized letters)	78/634026	5/20/05	3,394,828	3/11/08
Design only	76/597821	6/16/04	3,003,425	10/4/05
FREE THE MEAT	76/584889	4/1/04	3,127,359	8/8/06
FLAVOR. REVOLUTIONIZED.	76/584888	4/1/04	3,139,536	9/5/06
MARIVAC	76/584890	4/1/04	3,127,360	8/8/06
HERITAGE	76/584893	4/1/04	2,939,485	4/12/05
REVEO	76/584892	4/1/04	3,068,787	3/14/06
EXSCENT	76/563654	11/24/03	3,068,726	3/14/06
TERMINATOR	76/558757	11/7/03	3,169,122	11/7/06
CX HUNTER	76/558758	11/7/03	3,121,178	7/25/06

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CARBON EXPRESS	76/558762	11/7/03	3,142,567	9/12/06
LINEJAMMER	76/558760	11/7/03	2,981,559	8/2/05
CARBON REBEL	76/558022	11/7/03	2,992,927	9/6/05
SHOCKER	76/558763	11/7/03	2,981,560	8/2/05
CARBON MAXX	76/558304	11/7/03	3,055,956	1/31/06
TRI-LOC	76/558759	11/7/03	3,084,065	4/25/06
CARBON FURY	76/558301	11/7/03	3,060,703	2/21/06
CARBON SUPREME	76/558305	11/7/03	3,080,163	4/11/06
WHITETAIL	76/558300	11/7/03	3,083,236	4/18/06
THUNDERSTORM	76/361038	1/22/02	2,726,629	6/17/03
THUNDER EXPRESS	76/310995	9/12/01	2,671,530	1/7/03
BUFF TUFF	76/310994	9/12/01	2,651,648	11/19/02
Design only	76/188720	1/2/01	2,531,903	1/22/02
BIG KAHUNA	76/584891	4/1/04	3,288,484	9/4/07
ITALIAN RENAISSAUCE	76/639336	5/23/05	3,240,263	5/8/07
SS-SPINE-SELECTED (and Design)	77/323478	11/7/07	3,683,743	9/15/09
Mutiny Mach 5	85/118406	8/3/10	n/a	n/a
DRAGON VANE	87/015794	4/27/16	n/a	n/a
ADRENALINE	87/102250	7/13/16	n/a	n/a
BLOODSHED	87/063195	6/7/16	n/a	n/a
ADVANTEK	86/867537	1/6/16	5,061,088	10/11/16
VARMINT HUNTER	86/930791	3/7/16	n/a	n/a
GAME TRACKER	86/871783	1/11/16	n/a	n/a
CARBON EXPRESS	86/445511	11/5/14	4,807,048	9/8/15

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	86/445509	11/5/14	4,807,047	9/8/15
SILENTECH	86/456258	11/17/14	4,768,597	7/7/15
I-CROSSBOW	86/070597	9/20/13	4,642,352	11/18/14
INTERCEPT SUPERCOIL	86/078543	9/30/13	4,629,771	10/28/14
INTERCEPT AXON	86/078526	9/30/13	4,629,770	10/28/14
	86/043074	8/20/13	4,517,615	4/22/14
RED ZONE	85/783054	11/19/12	4,629,206	10/28/14
HOT ROD	85/883794	3/22/13	4,479,077	2/4/14
	85/814176	1/2/13	4,472,330	1/21/14
	85/783079	11/19/12	4,452,692	12/17/13

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	85/783071	11/19/12	4,452,691	12/17/13
MAXIMA RED	85/758563	10/19/12	4,472,158	1/21/14
LAUNCHPAD	85/738642	9/26/12	4,412,182	10/1/13
	85/709013	8/21/12	4,408,379	9/24/13
INTERCEPT	85/701387	8/12/12	4,325,980	4/23/13
OUTDOOR GOURMET	77/983502	3/28/08	4,329,790	5/7/13
OUTDOOR GOURMET	76/268479	6/8/01	2,929,192	3/1/05