

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5005632

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MAURICE SPORTING GOODS LLC | 12/29/2017 |
| RECEIVING PARTY DATA | |
| Name: | CIBC BANK USA, AS AGENT |
| Street Address: | 120 S. LASALLE STREET |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 9357757 |
| Application Number: | 15350806 |
| Application Number: | 29589568 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 312-577-8574 |
| Email: | humberto.aquino@kattenlaw.com |
| Correspondent Name: | HUMBERTO AQUINO C/O KATTEN |
| Address Line 1: | 525 WEST MONROE STREET |
| Address Line 4: | CHICAGO, ILLINOIS 60661 |
| ATTORNEY DOCKET NUMBER: | 339038-00106 |
| NAME OF SUBMITTER: | HUMBERTO AQUINO |
| SIGNATURE: | /HUMBERTO AQUINO/ |
| DATE SIGNED: | 06/13/2018 |
| Total Attachments: 5 | |
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**") is made as of December 29, 2017, by MAURICE SPORTING GOODS LLC ("**Grantor**"), in favor of CIBC BANK USA, as Administrative Agent for the Lenders ("**Grantee**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the patent registrations, patent applications and patent licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor has entered into that certain Loan and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with Grantee and Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1, together with all reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof, and all goodwill associated therewith;
- (2) each United States patent license, including, without limitation, each patent license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 1, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "**Patent Collateral**").

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with

respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

MAURICE SPORTING GOODS LLC

By: 

Name: Keith W. Jaffee

Title: Chairman

PATENT

REEL: 046078 FRAME: 0362

Acknowledged:

CIBC BANK USA, as Agent

By

[Signature]

Name:

[Signature]

Title

Managing Director

PATENT

REEL: 046078 FRAME: 0363

Schedule 1
to
Patent Security Agreement

| Jurisdiction | Title | Registration/ Application Number | Date of Registration/ Application |
|--------------|---|-------------------------------------|--------------------------------------|
| US | TACKLE BOX WITH INTERCHANGEABLE ROD HOLDING INSERTS | 9,357,757 | 6/7/2016 |
| US | COMBINATION AERATION AND FISHING HOLE DEICING APPARATUS | 15/350806 | 11/14/2016 |
| US | AERATOR (Design) | 29/589568 | 1/3/2017 |

Patent Security Agreement
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