

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5223100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INSIGHT 2 DESIGN, LLC	10/31/2018
RECEIVING PARTY DATA	
Name:	FIRST MERCHANTS BANK
Street Address:	200 EAST JACKSON STREET
City:	MUNCIE
State/Country:	INDIANA
Postal Code:	47305
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9599327
CORRESPONDENCE DATA	
Fax Number:	(317)636-1507
<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:	317-238-6304
Email:	rgoode@kdlegal.com
Correspondent Name:	ROBERT GOODE
Address Line 1:	ONE INDIANA SQUARE, STE 2800
Address Line 4:	INDIANAPOLIS, INDIANA 46204-2079
ATTORNEY DOCKET NUMBER:	FMEB-469
NAME OF SUBMITTER:	ROBERT J. GOODE
SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	11/06/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=Patent Security Agreement (First Merchants Bank - L2 Capital Partners)#page1.tif	
source=Patent Security Agreement (First Merchants Bank - L2 Capital Partners)#page2.tif	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated effective as of October 31, 2018, by **INSIGHT 2 DESIGN, LLC**, a Kansas limited liability company (the "Grantor" or "I2D"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns, and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (collectively, the "Loan") made by Lender to Grantor, **I2D LICENSED BRANDS, LLC** and **ELEVATE, LLC** (together with Grantor, the "Borrower") pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Borrower to Lender in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the 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 of all amounts owing by Grantor under the Credit Agreement, the Note and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Patent license, including, without limitation, each Patent license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in **Schedule 1** annexed hereto, 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** annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

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SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patent No.	Issue Date or Filing Date	Patent Name	Assignee/Owner
9,599,327	3/21/2017	SWITCH FOR BATTERY FLASHLIGHT TO CHANGE MODES	Co-owned by I2D (50%) and 5.11, Inc. (50%).