

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5297943

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN)	
SEQUENCE:	3	
CONVEYING PARTY DATA		
Name		Execution Date
SHAKESPEARE ALL STAR ACQUISITION LLC		12/21/2018
RECEIVING PARTY DATA		
Name:	ROYAL BANK OF CANADA, AS FIRST LIEN COLLATERAL AGENT	
Street Address:	200 VESEY STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10281	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	D548555	
Patent Number:	D521104	
Patent Number:	D561869	
Patent Number:	D561868	
Patent Number:	6375107	
Patent Number:	6641070	
Patent Number:	6776073	
Patent Number:	6857217	
Patent Number:	6877405	
Patent Number:	7226013	
Patent Number:	7275705	
Patent Number:	7290728	
Patent Number:	7431232	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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:	714-540-1235	
Email:	ipdocket@lw.com	

Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 045777-0122

NAME OF SUBMITTER: ANNA T KWAN

SIGNATURE: /atk/

DATE SIGNED: 12/21/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of December 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

WHEREAS, SP PF Buyer LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), Holdings, Royal Bank of Canada, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and First Lien Collateral Agent, and each Lender from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) (i) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all reissues, continuations, divisionals, continuations-in-part, or extensions thereof, and the inventions disclosed or claimed therein, (iii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto;

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that

constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

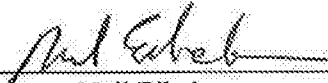
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

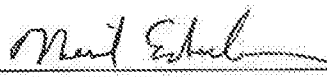
[Signature Pages Follow]

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

PURE FISHING, INC.,
as a Grantor

By: 
Name: Neil Eibeler
Title: President

PENN FISHING TACKLE MFG. CO.,
as a Grantor

By: 
Name: Neil Eibeler
Title: President

SHAKESPEARE ALL STAR ACQUISITION
LLC,
as a Grantor

By: 
Name: Neil Eibeler
Title: President

ROYAL BANK OF CANADA,
as First Lien Collateral Agent

By: _____

Name:

Title: Susan Khokher

Manager, Agency

[Signature Page to First Lien Patent Security Agreement]

PATENT

REEL: 047977 FRAME: 0017

SCHEDULE A

United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Pure Fishing, Inc. ¹	BAITS WITH ELECTROLYTE MIXTURES	9315939 / 6269586
Pure Fishing, Inc.	BOBBER FOR HIDING OR SHIELDING A HOOK	13458487/ 8739459
Shakespeare All Star Acquisition LLC	BUOYANT HAND TOOL	10621001/ 6877405
Shakespeare All Star Acquisition LLC	BUOYANT METALLIC PLIERS	29240327/ D548555
Pure Fishing, Inc.	COMPOSITE FISHING LINE	12906312/ 8181438
Pure Fishing, Inc.	COMPOSITE FISHING LINE (Re-issue)	14010165/ RE45778
Penn Fishing Tackle Manufacturing Co.	DISENGAGABLE ADJUSTABLE DRAG SYS- TEM FOR A FISHING REEL	11734619/ 7654483
Pure Fishing, Inc.	DISENGAGEABLE REEL SEAL	15250201
Pure Fishing, Inc.	Drag Adjustment Assembly for a Star Drag Reel	15490164
Penn Fishing Tackle Manufacturing Com- pany	DRAG APPARATUS FOR CONVENTIONAL AND SPINNING REELS	09594525/ 6318655
Pure Fishing, Inc.	DRAG FOR A SPINNING REEL	11559720/ 7344099
Shakespeare All Star Acquisition LLC	FISHING GAFF WITH MULTI-POSITION FISH HOOK	10751358/ 6857217
Pure Fishing, Inc.	FISHING LURE (Wake Minnow (Forward Position))	29636796
Pure Fishing, Inc.	FISHING LURE (Wake Minnow (Rear Position))	29636809
Penn Fishing Tackle Manufacturing Com- pany	FISHING REEL	29204270/ D502754
Shakespeare All Star Acquisition LLC	FISHING REEL	29226086/ D521104
Shakespeare All Star Acquisition LLC	FISHING REEL BACK CONE (Design)	29256780/ D561869
Shakespeare All Star Acquisition LLC	FISHING REEL FRONT CONE	29256655/ D561868
Penn Fishing Tackle Manufacturing Com- pany	FISHING REEL WITH STRIP DRAG MECHA- NISM	09802494/ 6402073
Pure Fishing, Inc.	Fishing Rod Butt Cap with Integrated Rod Tip Holder	15390945
Pure Fishing, Inc.	Fishing Rod Grip	29634072

¹ Missing the name change from Berkley Inc. to Pure Fishing, Inc.

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Shakespeare All Star Acquisition LLC	FLY REEL DRAG MECHANISM	11657159/ 7431232
Shakespeare All Star Acquisition LLC	HAND PLIERS	10336051/ 6776073
Pure Fishing, Inc.	IAR DRAG RELEASE	13365929/ 8807471
Pure Fishing, Inc.	INSTANT ANTI-REVERSE BAIL CONTROL	10613101/ 6843439
Pure Fishing, Inc.	Kids Tackle Box (Spill-Proof)	16130984
Penn Fishing Tackle Manufacturing	LOCKING DRAG COVER	10623024/ 6877686
Pure Fishing, Inc.	One Touch Live Liner	16155986
Shakespeare All Star Acquisition LLC	OSCILLATION MECHANISM FOR A SPINNING REEL	11455594/ 7290728
Pure Fishing, Inc.	PACKAGED ARTIFICIAL SOFT BAITS	11679474/ 8883231
Pure Fishing, Inc.	PLANETARY GEAR ASSEMBLY FOR FISHING REEL	09569028/ 6446894
Pure Fishing, Inc.	Process For Making A Monofilament - Like Product (Fusing and Drawing)	11665014/ 8022171
Pure Fishing, Inc.	Process For Making A Monofilament - Like Product (Pressure Fishing)	11665003/ 8022160
Penn Fishing Tackle Manufacturing	PUSH TO TURN LOCKING PRESET KNOB FOR FISHING REEL	10624807/ 6827306
Pure Fishing, Inc.	Reel Drag Mechanism	16130180
Pure Fishing, Inc. (brand HODGMAN)	REMOVABLE SHOE SOLE SYSTEM	14714679 / 9756900
Pure Fishing, Inc.	REMOVABLE SHOE SOLE SYSTEM	15673845
Pure Fishing, Inc.	SNUBBERLESS CASTING REEL [digital]	15569488
Shakespeare All Star Acquisition LLC	SPINCAST FISHING REEL	09553778 / 6375107
Shakespeare All Star Acquisition LLC	SPINCAST FISHING REEL HAVING MULTI-PIECE REAR COVER ASSEMBLY	09999778 / 6641070
Shakespeare All Star Acquisition LLC	SPINNING REEL HAVING TWO-PIECE FRAME AND LEG ASSEMBLY WITH CONCEALABLE ATTACHMENT POINTS	11470664/ 7275705
Pure Fishing, Inc. ²	SPOON-TYPE FISHING LURE	29315662/ D625767
Penn Fishing Tackle Manufacturing Company	TRIP MODE SELECTOR SWITCH FOR SPINNING REEL	10095757/ 7055771
Shakespeare All Star Acquisition LLC	Fishing reel having improved pay out clicking mechanism	10983880/ 10983880

² Slight break in title. The inventor assigned the patent to Sebile International, Ltd. There is an assignment from Sebile International SA, Sebile USA, Ltd. and Anglers' Diffusion Limited to Pure Fishing, Inc.

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
		7226013