505506174 06/03/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5552978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THE HUNTER SAFETY SYSTEMS, INC.	05/31/2019

RECEIVING PARTY DATA

Name:	RENASANT BANK
Street Address:	7600 HIGHWAY 72 WEST
City:	MADISON
State/Country:	ALABAMA
Postal Code:	35758

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6637547
Patent Number:	D759784

CORRESPONDENCE DATA

Fax Number: (404)935-0927

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: 4049912241

Email: Landerson@atltechlaw.com

Correspondent Name: LUKE ANDERSON

Address Line 1: 1230 PEACHTREE ST. NE., SUITE 1900

Address Line 2: SUITE 1900

Address Line 4: ATLANTA, GEORGIA 30309

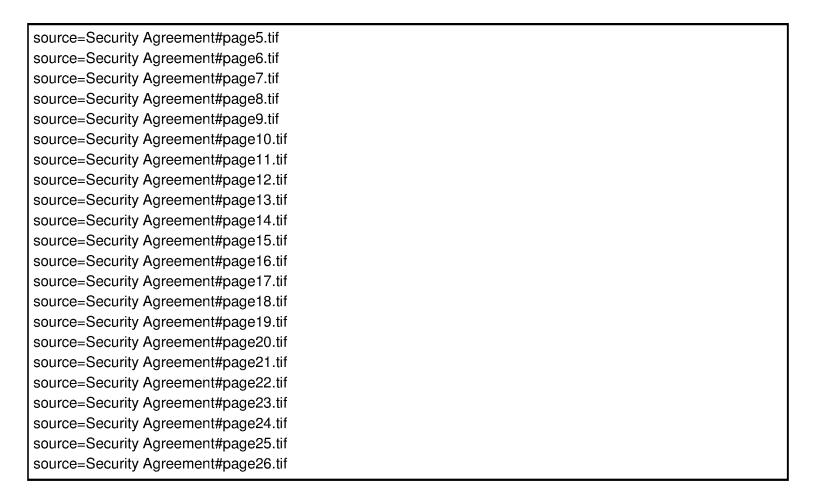
ATTORNEY DOCKET NUMBER:	LA7020-0002
NAME OF SUBMITTER:	LUKE ANDERSON
SIGNATURE:	/Luke Anderson/
DATE SIGNED:	06/03/2019

Total Attachments: 26

source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif

> PATENT REEL: 049354 FRAME: 0470

505506174



PATENT REEL: 049354 FRAME: 0471

SECURITY AGREEMENT

This SECURITY AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Security Agreement"), dated as of May 31, 2019, is made by and between The Hunter Safety System, Inc., an Alabama corporation, whose address is 8237 Danville Road, Danville, Alabama 35619, Attention: John D. Wydner, Its Manager, and Game Day Products, LLC, an Alabama limited liability company, whose address is 8237 Danville Road, Danville, Alabama 35619, Attention: Jerry D. Wydner, Its Manager, (collectively, jointly and severally, "Borrowers") and Anglers' Best, LLC, an Alabama limited liability company, whose address is 8237 Danville Road, Danville, Alabama 35619, Attention: John D. Wydner, Its Member ("Guarantor") in favor of Renasant Bank, a Mississippi banking corporation, whose address is 7600 Highway 72 West, Madison, Alabama 35758, Attention: Tim Green, Its Senior Vice President. (together with their successors and assigns, collectively referred to as the "Lender" or "Secured Party").

RECITALS

- A. The Hunter Safety System, Inc., an Alabama corporation, and Game Day Products, LLC, an Alabama limited liability company (collectively, jointly and severally, "Borrowers"), have entered into that certain Loan Agreement (as may be amended from time to time, the "Loan Agreement") with Lender of even date herewith, providing, among other things, for two line of credit loans by Lender to Borrowers in the Maximum Principal Amount of \$4,750,000.00, as stated in the Loan Agreement (the "Loans");
- B. In connection with the foregoing Loans, Borrowers have this day executed in favor of Lender certain Promissory Notes of even date herewith in the Maximum Principal Amount as stated in the Loan Agreement, made payable by Borrowers to the order of Lender (as the same may be modified, amended, supplemented, renewed and/or restated from time to time, being hereafter referred to as the "Notes"), which Notes evidence the Loans;
- C. The Loans are governed by that certain Loan Agreement of even date herewith, entered into by and between the Borrowers and the Lender (as may be amended or restated from time to time, the "Loan Agreement"). Unless otherwise defined herein, capitalized terms shall have the meaning assigned to them in the Loan Agreement;
- D. Guarantor is a Related Party, with common ownership and control through the same individual owners as the Borrowers and will benefit from Lender making the Loans to Borrowers and the Guarantor has requested the Lender make the Loans to Borrowers.
- E. Lender has required, as a condition to making the Loan to Borrowers, the execution of this Security Agreement by the Borrowers and the Guarantor, to secure the Notes, and to induce the Lender to extend credit to the Borrowers on the strength of the security provided by this Security Agreement and to convey the Security Interest in the property described herein to the Lender as hereinafter set forth; and

1

F. The Borrowers and the Guarantor have agreed to execute and deliver this Security Agreement to the Lender to secure Borrowers' Liabilities under the Notes and other Loan Documents (such obligations being referred to collectively as the "Secured Obligations"), and Borrowers and Guarantor, as the "Grantors", hereby agree to execute and deliver this Security Agreement to the Secured Party as security on the Loans.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make the Loan to the Borrowers pursuant to the Loan Agreement, the Grantors agree as follows:

ARTICLE I.

DEFINITIONS

1.1 <u>UCC Definitions</u>. Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC as adopted as Article 9A of Title 7, and codified as §§7-9A-101, et seq, Code of Alabama, 1975, including the following which are capitalized herein:

"Chattel Paper"; "Commercial Tort Claim"; "Deposit Accounts"; "Documents"; "Fixtures"; "Goods"; "General Intangibles"; "Instruments" (as defined in Article 9A rather than Article 3); "Proceeds"; and "Supporting Liabilities".

- 1.2 <u>Loan Agreement Terms</u>. Capitalized terms used herein but not otherwise defined herein that are defined in the Loan Agreement shall have the meaning given to them in the Loan Agreement.
- 1.3 <u>Definitions of Certain Terms Used Herein</u>. The following terms (whether or not bolded) when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Account Receivable" shall mean each of the following: (i) a trade account, (ii) an account receivable, (iii) any other receivable, (iv) any right to payment for money or funds advanced or sold, (v) any right of reimbursement, (vi) any right to payment for goods sold, leased or licensed, and (vii) any other right to payment (in each case under clauses (i) through (vii), whether or not earned by performance, whether or not evidenced by an instrument, chattel paper or other document, and whether or not earned by services rendered or to be rendered). "Account Receivable" also shall include (a) any other "account", as the term "account" is defined in Section 9A-102 of the UCC, and (b) a right to payment which has been earned under a Contract Right.

"Borrowers" is defined in the recitals to this Security Agreement.

"Collateral" is defined in Section 2.1.

"Collateral Account" is defined in Section 5.2.

"Contract Right" shall mean any right of the Borrowers to payment under a Contract not yet earned by performance, whether or not evidenced by an instrument or chattel paper.

"Contracts" shall mean all contracts, agreements and grants (in each case, whether written or oral, and whether third party or inter-company), between the Borrowers and third parties, including all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Control" shall mean, in the case of each Deposit Account, "control," as such term is defined in Section 9A-104 of the UCC.

"Control Agreement" shall mean an agreement in form and substance reasonably acceptable to the Secured Party sufficient to establish the Secured Party's control over and perfection of its security interest in any applicable Deposit Account.

"Copyrights" shall mean all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by Grantors, in each case, whether now owned or hereafter created or acquired by or assigned to Grantors, together with any and all (i) rights and privileges arising under applicable law with respect to Grantors' use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

"Equipment" shall mean all assets of Grantors that constitute "equipment" as that term is defined in Section 9A-102 of the UCC. The "Equipment" includes, without limitation, all equipment used in connection with Borrowers' operations conducted at any real estate or improvements owned, leased, or otherwise occupied by Borrowers, in all of its forms wherever located, including all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor and all accessories related thereto.

"Event of Default" is defined in Section 7.1.

"Goodwill" shall mean the goodwill connected with Grantors' business including, without limitation, (i) all goodwill connected with the use of and symbolized by any of the Intellectual

Property Collateral, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of the Grantors' business.

"Grantors" shall mean the Borrowers and the Guarantor.

"Guarantor" is defined in the recitals of this Security Agreement.

"Intellectual Property Collateral" shall mean, collectively, the Patents, Trademarks, Copyrights, Licenses and Goodwill.

"Inventory" shall have the meaning set forth in Section 9A-102 of the UCC for the term "Inventory," and shall include, without limitation:

- (i) all of Grantors' raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof;
- (ii) all goods in which Grantors have an interest in mass or a joint or other interest or right of any kind (including goods in which Grantors have an interest or right as consignee);
- (iii) all goods which are returned to or repossessed by Grantors; and
- (iv) with respect to each of clauses (i), (ii) and (iii) of this definition, any and all accessions thereto, products thereof and documents therefor.

"Licenses" shall mean all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark or Copyright or any other patent, trademark or copyright, whether Grantors are a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights or any other patent, trademark or copyright.

"Loans" is defined in the Recitals to this Security Agreement.

"Loan Agreement" is defined in the Recitals to this Security Agreement.

"Material Loss" means any loss which exceeds \$10,000.

"Motor Vehicles" means all of Grantors' automobiles, mobile trailers, semitrailers, trucks, truck tractors, motor vehicles, trailers, or other devices that are self-propelled or drawn, in, upon, or by which any Person or property is or may be transported on a public highway, and every trailer coach and travel trailer manufactured upon a chassis or undercarriage as an integral part thereof drawn by a self-propelled vehicle, in each case wherever the same make be located, along with certificates of title, ownership and origin, and any and all other evidences of ownership related thereto.

"Notes" is defined in the Recitals to this Security Agreement.

"Patents" shall mean all patents issued or assigned to and all patent applications and registrations made by Grantors (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to Grantors' use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof, and including but not limited to those Patents listed on Schedule 1 attached to this Security Agreement, and fully referenced herein.

"Real Property" is defined in the Loan Agreement and the Mortgage.

"Receivables" is defined in Section 2.1.

"Related Contracts" is defined in clause Section 2.1.

"Secured Party" is defined in the preamble to this Security Agreement.

"Security Agreement" is defined in the preamble to this Security Agreement.

"Trademarks" shall mean all trademarks (including service marks), logos, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Grantors and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other Country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to Grantors' use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past,

present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof, and including but not limited to those Trademarks listed on Schedule 1 attached to this Security Agreement, and fully referenced herein.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the State of Alabama; provided, however, that if by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Alabama, the term "UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions.

ARTICLE II.

SECURITY INTEREST

- 2.1 Grant of Security. The Hunter Safety System, Inc., Game Day Products, LLC and Anglers' Best, LLC (as "Grantors") hereby assign, pledge and grant to the Secured Party for its benefit, a lien on and security interest in Grantors' right, title and interest in and to all of the following, whether now or hereafter existing or acquired by Grantors, and wherever located (the "Collateral"):
 - (i) all Equipment, Goods, Inventory and Fixtures;
 - all Accounts Receivable, all Documents, all Instruments, all Chattel Paper, all Contracts, all Contract Rights and all General Intangibles, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of Grantors now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such Accounts Receivable, Documents, Instruments, Chattel Paper, Contracts, Contract Rights and General Intangibles (the Accounts Receivable and all such Documents, Instruments, Chattel Paper, Contracts, Contract Rights and General Intangibles being the "Receivables", and any and all such security agreements, guaranties, leases and other contracts being the "Related Contracts");
 - (iii) all Intellectual Property Collateral;
 - (iv) any Commercial Tort Claims;
 - (v) any cash and Deposit Accounts;

- (vi) the Collateral Account;
- (vii) all Supporting Liabilities;
- (viii) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section 2.1;
- (ix) all of Grantors' other personal property and rights of every kind and description and interests therein, whether tangible or intangible;
- (x) all rights, title and interest of Grantors in any leased property, whether presently existing or hereafter acquired, including:
 - (a) Any and all improvements, structures, buildings, appurtenances, and fixtures ("Improvements") now or hereafter situated on any leased property;
 - (b) all (1) streets, roads, alleys, permits, easements, licenses, rights-of-way, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to any leased property or any improvements; (2) strips or gores between any leased property and abutting or adjacent properties; (3) options to purchase any leased property or the improvements or any portion thereof or interest herein, and any greater estate in any leased property or improvements; (4) water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to any leased property; (5) development rights and credits and air rights and (6) other contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting any leased property or the improvements;
 - (c) (1) All leases, written or oral, and all agreements for use or occupancy of any portion of any leased property or the improvements with respect to which Grantors are is the lessee or lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of any leased property or the improvements (all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases"); (2) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases; (3) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and

profits now due or which may become due or to which Grantors may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of any leased property or any of the improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to any leased property or the improvements, together with any and all rights and claims of any kind that Grantors may have against any such lessee under the Leases or against any subtenants or occupants of any leased property or any of the improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents;" provided, however, so long as no Event of Default has occurred, Grantors shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and (4) any award, dividend or other payment made hereafter to Grantors in any court procedure involving any of the lessees under ant tenant leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Grantors hereby appoints the Secured Party as Grantors' irrevocable attorneyin-fact to appear in any action and/or to collect any such award, dividend or other payment.

All building and construction materials and supplies, (d) inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Grantors for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of any leased premises and improvements, or acquired (whether delivered to any leased property or elsewhere) for use or installation in or on any leased property or the improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about any leased property and the improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.

- (e) All (1) plans and specifications for the improvements, (2) Grantors' rights, but not liability for any breach by Grantors, under all commitments (including any commitments for financing to pay any of the guaranteed debt), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents (as defined in the Loan Agreement) or from or through any state or federal government-sponsored program or entity), interest rate protection agreements, contracts and agreements for the design, construction, renovation, operation or inspection of the improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to any leased property or the improvements or Personal Property (hereafter defined) or the operation thereof, (3) deposits and deposit accounts arising from or relating to any transactions related to any leased property or the improvements or Personal Property (including Grantors' right in tenants' security deposits, deposits with respect to utility services to any leased property, and any deposits, deposit accounts or reserves hereunder or under any other document for taxes, insurance or otherwise), (4) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (whether tangible or electronic) arising from or by virtue of any transactions related to any leased property or improvements, (5) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with any leased property and improvements, (6) as-extracted collateral produced from or allocated to any leased property, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (7) engineering, accounting, title, legal and other technical or business data concerning any leased property and improvements, including software, which are in the possession of Grantors or in which Grantors can otherwise grant a security interest.
- (f) All (1) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of any loan documents or

from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of any leased property or improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, (2) letter-of-credit rights (whether or not the letter of credit is evidenced by writing) Grantors now have or hereafter acquires relating to the properties, rights, title and interests referred to herein, (3) commercial tort claims Grantors now have or hereafter acquires relating to the properties, rights, title and interests referred to herein, and (4) other interests of every kind and character which Grantors now have or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.

- (g) Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by Grantors, or by anyone on behalf of, or with the written consent of, Grantors; and
- (xi) all products, offspring, rents, issues, profits, returns, income and Proceeds of and from any and all of the foregoing Collateral (including Proceeds which constitute property of the types described in clauses (i) through (x), and, Proceeds deposited from time to time in the Collateral Account, and to the extent not otherwise included, all payments under insurance, including, without limitation, under insurance covering Grantors' Accounts Receivable).
- 2.2 Security for Liabilities. This Security Agreement secures the payment in full of all Liabilities of Borrowers and guaranteed by Guarantor under the Guaranty Agreement, which include, without limitation, all indebtedness, obligations and liabilities of the Borrowers to the Secured Party of any kind under the Loans or Loan Agreement, and the other Loan Documents, whether for principal, interest, costs, fees, expenses or otherwise, and whether now or hereafter existing.
- **2.3** <u>Continuing Security Interest.</u> This Security Agreement shall create a continuing security interest in the Collateral and shall:

- (i) remain in full force and effect until the indefeasible payment in full in cash of all Liabilities of the Borrowers under the Loan, Loan Agreement, Loan Documents, or otherwise,
- (ii) be binding upon Grantors, its successors, transferees and assigns, and
- (iii) inure to the benefit of the Secured Party.

At such time as all Liabilities of Borrowers have been indefeasibly paid in full in cash under the Loan, Loan Agreement, Loan Documents, or otherwise, the Security Interest granted herein shall terminate and all rights to the Collateral shall revert to Grantors. Upon any such termination, the Secured Party, at Grantors' sole cost and expense, will execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

2.4 Borrowers Remain Liable. Nothing set forth in this Security Agreement shall relieve the Borrowers from the performance of any term, covenant, condition or agreement on the Borrowers' part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or shall impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on the Borrowers' part to be so performed or observed or shall impose any liability on the Secured Party for any act or omission on the part of the Borrowers relating thereto or for any breach of any representation or warranty on the part of the Borrowers or Guarantor contained in this Security Agreement, the Loan, the Loan Agreement, or the other Loan Documents, or under or in respect of the Collateral or made in connection herewith or therewith.

ARTICLE III.

PERFECTION

3.1 Authorization to File.

(i) The Hunter Safety System, Inc., Game Day Products, LLC and Anglers' Best, LLC (as "Grantors") hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto reasonably necessary to secure the Secured Party's security interest in the Collateral that contain the information required by Article 9A of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including, without limitation, (a) whether Grantors is an organization, the type of organization and any organizational identification numbers issued to Grantors and (b) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut,

a sufficient description of the real property to which such Collateral relates. Without limiting the foregoing, Grantors hereby specifically irrevocably authorize the Secured Party to file one or more financing statements that describe the Collateral as "all assets" of Grantors. Grantors agree to provide all information described in this paragraph to the Secured Party promptly upon request.

- (ii) Grantors hereby further authorize the Secured Party to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantors hereunder, without the signature of Grantors, and naming Grantors, as a debtor, and the Secured Party, as secured party.
- Interest. Grantors agree that at the sole cost and expense of Grantors, (i) Grantors shall defend Secured Party's security interest in the Collateral against the claims and demands of all Persons, (ii) Grantors will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail and (iii) at any time and from time to time, upon the written request of the Secured Party, Grantors will promptly and duly execute and deliver to the Secured Party such further instruments and documents and take such further action as the Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES

The Hunter Safety System, Inc., Game Day Products, LLC and Anglers' Best, LLC (as "Grantors") hereby represent and warrant to the Secured Party:

4.1 Ownership, No Liens, etc. Grantors own their respective Collateral pledged herein free and clear of any lien, security interest, charge or encumbrance except for the security interest created by this Security Agreement, except for liens permitted in writing by the Secured Party, and the Permitted Exceptions related to the Property as set forth in the Mortgage applicable to Borrowers' premises. To the best of Grantors' knowledge, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Secured Party relating to this Security Agreement or as have been filed in connection with liens permitted in writing by the Secured Party.

- **4.2** <u>Possession and Control</u>. Grantors have exclusive possession and control of their Equipment and Inventory.
- 4.3 <u>Authorization, Approval, etc.</u> Except as have been obtained or made and are in full force and effect and, except for filings under the Uniform Commercial Code as in each appropriate jurisdiction, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the grant by Grantors of the Security Interest granted hereby or for the execution, delivery and performance of this Security Agreement by the Grantors.
- 4.4 Accounts Receivable. The amount represented by Grantors to the Secured Party from time to time as owing by each account debtor or by all account debtors in respect of the Accounts Receivable will at such time be the correct amount actually owing by such account debtor or debtors thereunder. No amount payable to Grantors under or in connection with any Account Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered in to the Secured Party.
- 4.5 Contracts. No consent of any party (other than Grantors) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement. Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally.

ARTICLE V.

COVENANTS

The Hunter Safety System, Inc., Game Day Products, LLC and Anglers' Best, LLC (as "Grantors") covenant and agree that, so long as any portion of the Liabilities of Borrowers shall remain unpaid, Grantors, unless the Secured Party shall otherwise consents in writing, shall perform, comply with and be bound by the covenants set forth in this Article.

As to Equipment and Inventory. Grantors hereby agree that they: shall not move any of the Equipment from the Real Property and from their ordinary locations designated for such items business use. (Grantors may move the Equipment from time to time in the ordinary course of Grantors' business; provided, however, that at the request of the Secured Party, Grantors shall provide the Secured Party with a certification as to the location of such Equipment); shall not store Inventory at any location other than the Real Property; cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual; and forthwith, or in the case of any loss or damage to any of the Equipment, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which

are necessary or desirable to such end, provided such repairs, replacements or improvements would typically be made in the ordinary course of business; and promptly furnish to the Secured Party a statement respecting any Material Loss to any of the Equipment; and pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with the Accounting Principals have been set aside.

5.2 As to Receivables.

- (i) Grantors shall keep its principal places of business and chief executive office and the office where it keeps its records concerning the Receivables, located at the Real Property; not change its name except upon 30 days' prior written notice to, and consent of, the Secured Party; hold and preserve such records and chattel paper; and permit representatives of the Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper.
- (ii) Upon written notice by the Secured Party to Grantors pursuant to this Section 5.2, all Proceeds of Collateral received by Grantors shall be delivered in kind to the Secured Party for deposit to a deposit account (the "Collateral Account") of Grantors maintained with the Secured Party, and Grantors shall not commingle any such proceeds, and shall hold separate and apart from all other property, all such Proceeds in express trust for the benefit of the Secured Party until delivery thereof is made to the Secured Party. The Secured Party's rights to deliver a written notice pursuant to the preceding sentence shall not be exercisable unless there shall have occurred and be continuing an Event of Default and, until such time, Grantors shall be entitled to collect, use and enjoy such Proceeds as otherwise permitted under the Loan Documents. No funds other than Proceeds shall be deposited in the Collateral Account.
- (iii) At any time after an Event of Default shall exist, the Secured Party shall have the right to apply any amount in the Collateral Account to the payment of any liabilities of Borrowers.

5.3 As to Collateral.

(i) Until the occurrence and continuance of an Event of Default, Grantors (a) may in the ordinary course of its business, at its own expense, sell, lease or furnish under the contracts of service any of the Inventory normally held by Grantors for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by

Grantors for such purpose and (b) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral. The Secured Party, however, may, at any time following an Event of Default, whether before or after any revocation of such power and authority or the maturity of any of the Borrowers' Liabilities, notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Secured Party following an Event of Default, Grantors, at its own expense, will notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder.

- (ii) At any time after an Event of Default exists, the Secured Party is authorized to endorse, in the name of Grantors, any item, howsoever received by the Secured Party, representing any payment on or other Proceeds of any of the Collateral.
- 5.4 Insurance. Grantors will maintain or cause to be maintained with responsible insurance companies insurance with respect to its business and properties (including the Equipment, Inventory, and Accounts Receivable) against such casualties and contingencies and of such types and in such amounts as is required for its/their replacement and will, upon the request of the Secured Party, furnish a certificate of a reputable insurance broker setting forth the nature and extent of all insurance maintained by Grantors in accordance with this Agreement.

5.5 Transfers and Other Liens. Grantors shall not:

- (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except that Grantors may sell its Inventory in the ordinary course of business; or
- create or suffer to exist any lien or other charge or encumbrance upon or with respect to any of the Collateral to secure indebtedness of any Person or entity, except for the security interest created by this Security Agreement.
- 5.6 Further Assurances, etc. Grantors agree that, from time to time at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order

to preserve and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantors will, if required to protect its security interest in accordance with applicable law, mark conspicuously each document included in the Inventory, each Related Contract and, at the request of the Secured Party, each of its records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to the Secured Party, indicating that such document, Related Contract or Collateral is subject to the security interest granted hereby; if any Receivable shall be evidenced by a promissory note or other Instrument, negotiable document or Chattel Paper, promptly deliver and pledge to the Secured Party hereunder such promissory note, Instrument, negotiable document or Chattel Paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Secured Party; execute and file such instruments or notices (including any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or desirable, or as the Secured Party may request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Secured Party hereby; and furnish to the Secured Party, from time to time at the Secured Party's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

- Property (except that the Grantors may move items of Equipment, as provided in Section 5.1 above). All of the Inventory of Grantors shall be located at the Real Property. The principal place of business and chief executive office of Grantors shall be located at the Real Property. Grantors are not a party to any Federal, state or local government contract which would affect any real property or improvements owned, leased, or otherwise occupied by Grantors. Grantors covenant and agree that this Security Agreement shall create a valid security interest in the Collateral, securing the payment of the Borrowers' Liabilities, and shall be a first priority perfected security interest provided all filings and other actions necessary to perfect such security interest have been duly taken and filings have been made under the Uniform Commercial Code as in effect in each appropriate jurisdiction.
- 5.8 Maintenance of Records. Grantors shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts Receivable. For the Secured Party's further security, the Secured Party shall have a security interest in all of Grantors' books and records pertaining to the Collateral, and Grantors shall turn over any such books and records to the Secured Party or to its representatives during normal business hours at the reasonable request of the Secured Party.
- 5.9 <u>Right of Inspection</u>. The Secured Party shall at all reasonable times have full and free access during normal business hours to all the books, correspondence and records of Grantors,

and the Secured Party or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and Grantors agree to render to the Secured Party, at Grantors' cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Secured Party and its representatives shall at all reasonable times also have the right to enter into and upon any premises where any of the Inventory and Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein. The Secured Party shall provide Grantors with advance notice of any inspections hereunder and agrees that it and its agents shall not unreasonably interfere with Grantors' operations in conjunction with any such inspections.

ARTICLE VI.

THE SECURED PARTY

- 6.1 <u>Secured Party Appointed Attorney-in-Fact</u>. The Hunter Safety System, Inc., Game Day Products, LLC and Anglers' Best, LLC (as "Grantors") hereby irrevocably appoint the Secured Party as Grantors' attorney-in-fact, with full authority in the place and stead of Grantors and in the name of Grantors or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement, including:
 - (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for monies due and to become due under or in respect of any of the Collateral;
 - (ii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper, in connection with clause (i) above;
 - (iii) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and
 - (iv) to perform the affirmative Liabilities of Grantors hereunder (including all required actions of Grantors pursuant to Section 5.6.

Grantors hereby acknowledge, consent and agree that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

6.2 <u>Secured Party May Perform</u>. If Grantors fail to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantors pursuant to Section 8.2.

- 6.3 <u>Secured Party Has No Duty</u>. In addition to, and not in limitation of, <u>Section 2.4</u>, the powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for monies actually received by it hereunder and duties imposed under applicable law, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.
- 6.4 Reasonable Care. The Secured Party is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession.

ARTICLE VII.

EVENTS OF DEFAULT

7.1 Events of Default. The occurrence of any "Event of Default", "Default", or term of similar import under the Loan Agreement, Notes, Mortgage, or any of the other Loan Documents shall constitute an "Event of Default" under this Security Agreement.

ARTICLE VIII.

REMEDIES

8.1 Certain Remedies. If any Event of Default shall have occurred and be continuing: The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and also may require Grantors to, and Grantors hereby agree that it will, at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party, and without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. Grantors agree that, to the extent notice of sale shall be required by law, at least ten (10) Business Days' prior notice to Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Secured Party pursuant to Section

- 8.2) in whole or in part by the Secured Party against, all or any part of the Borrowers' Liabilities in such order as the Secured Party shall elect. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full in cash of all the Borrowers' Liabilities shall be paid over to Grantors.
- 8.2 Indemnity and Expenses. Grantors agree to indemnify the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Security Agreement (including enforcement of this Security Agreement), except claims, losses or liabilities caused by the Secured Party's gross negligence or willful misconduct. Grantors will upon demand pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Secured Party may incur in connection with the administration of this Security Agreement, the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, the exercise or enforcement of any of the rights of the Secured Party hereunder, or the failure by Grantors to perform or observe any of the provisions hereof.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

- 9.1 <u>Loan Document</u>. This Security Agreement is executed pursuant to the Loan Agreement, the Guaranty Agreement and the other Loan Documents (unless otherwise expressly indicated herein) shall be construed, administered and applied in accordance with the terms and provisions thereof.
- 9.2 <u>Amendments; etc.</u> No amendment to or waiver of any provision of this Security Agreement nor consent to any departure by Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and then such waiver or consent shall be effective only in the specific instance, for the specific purpose for which given.
- 9.3 <u>Notices</u>. All notices, approvals, demands, requests, consents or other communications under this Agreement shall be delivered in the manner and to the parties specified in the Loan Agreement.
- 9.4 <u>Section Headings</u>. The headings of the sections and paragraphs of this Security Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- 9.5 <u>Severability</u>. A determination that any provision of this Security Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Security Agreement to any Person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other Persons or circumstances.

- 9.6 Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Security Agreement may be detached from any counterpart of this Security Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Security Agreement identical in form hereto but having attached to it one or more additional signature pages.
- WAIVER OF JURY TRIAL: JURISDICTION: VENUE, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, BORROWER IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN MADISON COUNTY, ALABAMA, (AND ALL PROPER APPELLATE COURTS THEREOF), OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE LOAN. GRANTORS IRREVOCABLY WAIVE, TO THE FULLEST EXTENU PERMITTED BY LAW, ANY OBJECTION THAT GRANTORS MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- 9.8 Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ALABAMA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ALABAMA. THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.
- 9.9 <u>Conflicting Provisions.</u> In the event of any conflict between the terms of the Notes, Mortgage, or the Loan Agreement, on the one hand, and this Security Agreement, on the other hand, the terms of the Notes, Mortgage, or the Loan Agreement, as applicable, shall prevail.

- 9.10 <u>Non-Waiver</u>. Neither any failure nor any delay on the part of the Secured Party in exercising any right, power or privilege under this Agreement, the Notes, Mortgage, or the Loan Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.
- 9.11 <u>Modification</u>; etc. No modification, amendment or waiver of any provision of this Security Agreement, the Notes, Mortgage, or the Loan Agreement, and no consent to any departure by the Secured Party therefrom, shall be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to, or demand on, the Secured Party in any case shall entitle Grantors to any other or further notice or demand in the same, similar or other circumstances.
- 9.12 Successors and Assigns, etc. Plural or singular words used in this Security Agreement to designate Grantors shall be construed to refer to the person or persons, firm, partnership or corporation, whether one or more than one, as a direct debtor or one guarantying Borrowers' Loans from the Secured Party; all covenants and agreements made herein by Grantors shall bind the successors and assigns of all those undersigned designated as Grantors; and every option, right and privilege herein reserved or secured to the Secured Party shall inure to the benefit of the Secured Party's successors and assigns.
- 9.13 Construction. The parties have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent arises, this Security Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The word "including" shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If Grantors breach any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which Grantors have not breached shall not detract from or mitigate the fact that Grantors are in breach of the first representation, warranty, or covenant.

[Signatures Following Pages]

IN WITNESS WHEREOF, and with the intent that this Security Agreement shall be executed "under seal", the Borrowers and the Guarantor have caused this Agreement to be executed by its duly authorized representative, and the Lender has caused this Agreement to be executed by its duly authorized corporate officer, all as of the date first set forth above.

BORROWER:

The Hunter Safety System, Inc., an Alabama corporation

y. N. A. U.L. (SEAL)

Jøjin D. Wydner Its President

GUARANTOR:

Anglers' Best, LLC, an Alabama limited liability company

By: John J. W. Walner (SEAL)

This Instrument Prepared by:

Phil D. Mitchell Harris, Caddell & Shanks, P.C. Attorneys at Law Post Office Box 2688 Decatur, Alabama 35602-2688 (256) 340-8037 Fax (256) 340-8039 pmitchell@harrisoaddell.com

BORROWER:

Game Day Products, LLC, an Alabama limited liability company

(SEAL)

By: //E/Gours
Jerry D. Wydner, Its Manager

LENDER:

RENASANT BANK

Tim Green, Its Senior Vice President

AFFIX SEAL

My commission expires:

23

Notary Public

STATE OF ALABAMA)
COUNTY OF MORGAN)
I, the undersigned, a Notary Public in and for said county in said State, hereby certify that John D. Wydner, whose name as Member of Anglers' Best, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.
Given under my hand and official seal this 31st day of May, 2019.
AFFIX SEAL My commission expires:
STATE OF ALABAMA)
COUNTY OF MORGAN)
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tim Green, whose name as Senior Vice President of Renasant Bank, a Mississippi banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said-banking corporation.

Given under my hand and official seal this 31st day of New 2019

Notary Public PUBLIC

AFFIX SEAL

My Commission Expires 03-00-0000
My commission expires:

SCHEDULE 1 TO SECURITY AGREEMENT

Patent Registrations

Title & Owner	<u>Jurisdiction</u>	Registration or Application # And Date
Safety Hunting Harness & Garment Owner: The Hunter Safety System, Inc.	United States	Registration No.: US 6,637,547 B1 Date Patent Granted: 10/28/2003
2. Reversible Adjustable Hunting Safety Harness Owner: The Hunter Safety System, Inc.	United States	Registration No.: US D490,938 S Date Patent Granted: 06/01/2004
3. Levitating Football Helmet Original Owner: Phillip Cash, Assigned to:	United States	Registration No.: US 8,717,129 B1 Date Patent Granted: 05/06/2014
Game Day Products, LLC		Registration No.: US D563, 825
4. Tree Stand Accessory Cover Owner: The Hunter Safety System, Inc.	United States	Registration No.: US D759, 784 S Date Patent Granted: 06/21/2016

SCHEDULE 1 TO SECURITY AGREEMENT

(Continued)

Trademarks

Title & Owner	<u>Jurisdiction</u>	Registration or Application # And Date
1. "Smart Fabrics"	Alabama Secretary of State	Trademark No.: 114-527 Date First Used: 10/28/2003 Expiration Date: 06/12/2019
Owner: The Hunter Safety System, Inc.		
2. "Treestalker II"	Alabama Secretary of State	Trademark No.: 114-969 Date First Used: 01/02/2013 Expiration Date: 12/19/2019
Owner: The Hunter Safety System, Inc.		
3 "Lil Treestalker"	Alabama Secretary of State	Trademark No.: 114-970 Date First Used: 01/05/2007 Expiration Date: 12/19/2019
Owner: The Hunter Safety System, Inc.		
4. "Muff-Pack"	Alabama Secretary of State	Trademark No.: 115-082 Date First Used: 01/05/2008 Expiration Date: 02/13/2020
Owner: The Hunter Safety System, Inc.		
5. "Lifeline"	Alabama Secretary of State	Trademark No.: 115-083 Date First Used: 01/05/2005 Expiration Date: 02/13/2020
Owner: The Hunter Safety System, Inc.	of otate	
6. "Patriot"	Alabama Secretary of State	Trademark No.: 115-084 Date First Used: 01/05/2014
Owner: The Hunter Safety System, Inc.		Expiration Date: 02/13/2020

U:\pdm\Public\Data\Renasant Bank\Hunter Safety Systems\Drafts\Executable Docs\Security Agreement.wpd Clio File: Renasant Bank/00090 (2019-PDM)

26

¹ The Alabama Secretary of State's Website identifies this trademark as "Teestalker II". If this is a mispelling of the trademark, action should be taken to correct this error on the Secretary of State's Website.