### 505607087 08/06/2019

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5653888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
WILD SALES, LLC	08/01/2019

### **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	
Street Address:	500 FIRST AVENUE, 4TH FLR	
Internal Address:	(P7-PFSC-04-L)	
City:	PITTSBURG	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Patent Number:	9827474
Patent Number:	10137360
Patent Number:	D576685
Patent Number:	D614895
Patent Number:	D614894
Application Number:	15660152

### **CORRESPONDENCE DATA**

**Fax Number:** (312)863-7865

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:** 312-201-3865

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: SHARON PATTERSON, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD., 55 E. MONROE ST.

Address Line 2: STE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4033.161
NAME OF SUBMITTER:	SHARON PATTERSON
SIGNATURE:	/sharon patterson/
DATE SIGNED:	08/06/2019

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# **Total Attachments: 5** source=7. Patent Security Agreement#page1.tif source=7. Patent Security Agreement#page2.tif source=7. Patent Security Agreement#page3.tif

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PATENT REEL: 049966 FRAME: 0838

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is made as of August 1, 2019, by WILD SALES, LLC, a Delaware limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

### WITNESSETH

WHEREAS, Grantor, certain affiliates of Grantor from time to time party thereto, Agent and the other lenders from time to time party thereto (the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of August 22, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Defined Terms</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Patent Collateral"):
- a) each patent and application for patent listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations, or extensions thereof; and
- b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement of any patent.
- 3. <u>Credit Agreement</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>Authorization to Supplement</u>. If Grantor shall obtain rights to any new Patent Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents. Without limiting Grantor's

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obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any such new Patent Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on <u>Schedule 1</u>.

- 5. <u>Counterparts</u>. 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 shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 16.1 AND 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

PATENT REEL: 049966 FRAME: 0840 IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WILD SALES, LLC, as Grantor

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION, as Agent

Dy: \_\_\_<u>c</u> Name:

Its: 52.

Signature Page to Patent Security Agreement

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## SCHEDULE 1

## **PATENTS**

PATENT	PATENT NUMBER	REGIS. DATE
Disc Throwing Game Having Illumination and Flotation Means	9,827,474	11/28/2017
Tabletop Disc Game Assembly	10,137,360	11/27/2018
Ball Toss Game	D576,685	09/09/2008
Chair	D614,895	05/04/2010
Chair	D614,894	05/04/2010

## PATENT APPLICATIONS

PATENT APPLICATION	APPLICATION NUMBER	APPLICATION DATE
Disc Throwing Game	15/660,152	07/26/2017
Having Illumination and		
Flotation Means		

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**RECORDED: 08/06/2019**