

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5721846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EDMONDS OUTDOORS, LLC	09/12/2019
RECEIVING PARTY DATA	
Name:	SOUTHEAST COMMUNITY CAPITAL CORPORATION DBA PATHWAY LENDING
Street Address:	201 VENTURE CIRCLE
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37228
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D760447
CORRESPONDENCE DATA	
Fax Number:	(615)246-2544
<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:	6152462544
Email:	amy@jhankinslaw.com
Correspondent Name:	JOSHUA D. HANKINS
Address Line 1:	306 NORTHCREEK BLVD
Address Line 2:	SUITE 202
Address Line 4:	GOODLETTSVILLE, TENNESSEE 37072
NAME OF SUBMITTER:	JOSHUA D. HANKINS, ESQ.
SIGNATURE:	/Joshua D. Hankins/
DATE SIGNED:	09/17/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made to be effective as of September 12, 2019, by EDMONDS OUTDOORS, LLC, a Tennessee limited liability company, the principal address of which is located at 916 Airpark Center Drive, Nashville, Tennessee 37217 ("Debtor"), in favor, and for the benefit, of SOUTHEAST COMMUNITY CAPITAL CORPORATION, a Tennessee not-for-profit corporation doing business as Pathway Lending ("Secured Party" or "Lender"), the principal business address of which is located at 201 Venture Circle, Nashville, Tennessee 37228.

RECITALS:

Debtor has borrowed funds from Secured Party. Secured Party is willing to permit said credit facility, on the condition that Debtor enters into this Security Agreement.

This Security Agreement is a supplement to that certain Secured Term Loan Agreement, dated of even date herewith, by and between Debtor and Secured Party (the "Loan Agreement"), and that certain Security Agreement dated of even date herewith, by and between Debtor and Secured Party (the "Long Form Security Agreement").

All capitalized terms not defined herein shall have the definitions as stated in the Loan Agreement and Long Form Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Security Agreement and the Loan Agreement and Long Form Security Agreement, the provision of the Loan Agreement and Long Form Security Agreement shall control.

This Security Agreement is executed for the purpose of filing a short form security agreement with the United States Patent and Trademark Office (the "USPTO"), which sets forth Debtor's pledge of its intellectual property as security for the Loan that Debtor owes to Lender as set forth in the Loan Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

1. Assignment of Intellectual Property. Debtor hereby grants to Secured Party a continuing security interest in and lien on the intellectual property shown on Exhibit A attached hereto and made a part hereof, registered with the USPTO, wherever located and whether now owned or hereafter acquired, together with (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part to the same, (b) all goodwill of the business of Debtor in connection with the use of, or otherwise symbolized by such intellectual property, (c) all income, royalties, damages and payments now or hereafter due and/or payable with respect to the same, including, without limitation, damages and payments for past, present or future infringements to the same, (d) the right to sue for past, present and future infringements to the same, (e) all rights corresponding to any of the same throughout the world, and (f) all rights as licensor or licensee with respect to any intellectual property applications and rights to the same and thereunder (collectively, the "Collateral").

2. Security Interest Absolute. All rights of Secured Party, all security interests and all obligations of Debtor shall be absolute and unconditional irrespective of: (i) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Security Agreement or any other agreement or instrument relating thereto; (ii) any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Obligations; and/or (iii) any other reason.

DEBTOR'S REPRESENTATIONS AND WARRANTIES; MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement and Long Form Security Agreement and other Loan Documents are restated and incorporated herein by reference.

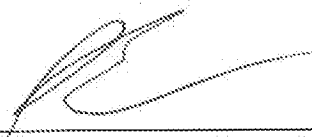
<Signatures appearing on following page.>

SIGNATURES

The parties have signed this Security Agreement to be effective as of the day and year first above written.

“DEBTOR”

EDMONDS OUTDOORS, LLC

By: 
William Addison Edmonds, Chief
Executive Officer

“SECURED PARTY”

SOUTHEAST COMMUNITY CAPITAL CORPORATION
A Tennessee Not-For-Profit Corporation
doing business as Pathway Lending

By: 
Daniel Wilson, Senior Vice President

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, JOSH HANKINS, a Notary Public of said County and State, personally appeared William Addison Edmonds, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Executive Officer (or other officer authorized to execute the instrument) of EDMONDS OUTDOORS, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Executive Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Executive Officer.

Witness my hand and seal, at Office in Nashville, Tennessee, this 12 day of September, 2019.



My Commission Expires: 11/22/21

MY COMMISSION EXPIRES: NOVEMBER 22, 2021

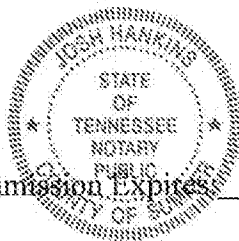
[Signature]
Notary Public

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, JOSH HANKINS, the Undersigned Notary Public of said County and State, personally appeared Daniel Wilson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President (or other officer authorized to execute the instrument) of SOUTHEAST COMMUNITY CAPITAL CORPORATION, the within named bargainor, a Tennessee not-for-profit corporation doing business as Pathway Lending, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

Witness my hand and seal, at Office in Nashville, Tennessee, this 12 day of September, 2019.



My Commission Expires: 11/22/21

MY COMMISSION EXPIRES: NOVEMBER 22, 2021

[Signature]
Notary Public

Loan No. xxxx-04

EXHIBIT A

LIST OF PATENTS AND TRADEMARKS

1. U.S. Patent No. D760,447 S;
2. U.S. Patent No. D768,941 S;
3. U.S. Patent No. D778,510 S;
4. U.S. Patent No. D833,085 S;
5. U.S. Patent No. 10,334,815 B1;
6. U.S. Patent No. D822,912 S;
7. U.S. Trademark Reg. No. 4,790,731;
8. U.S. Trademark Reg. No. 4,790,732;
9. U.S. Trademark Reg. No. 4,790,733;
10. U.S. Trademark Reg. No. 4,871,989;
11. U.S. Trademark Reg. No. 4,871,990; and
12. U.S. Trademark Reg. No. 4,883,029.