

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6040315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EDMONDS OUTDOORS, LLC	03/30/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SOUTHEAST COMMUNITY CAPITAL CORPORATION DBA PATHWAY LENDING	
<b>Street Address:</b>	201 VENTURE CIRCLE	
<b>City:</b>	NASHVILLE	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37228	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D833085
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	6152462544	
<b>Email:</b>	amy@hankinslaw.com	
<b>Correspondent Name:</b>	JOSHUA D. HANKINS	
<b>Address Line 1:</b>	306 NORTHCREEK BLVD	
<b>Address Line 2:</b>	SUITE 202	
<b>Address Line 4:</b>	GOODLETTSVILLE, TENNESSEE 37072	
<b>NAME OF SUBMITTER:</b>	JOSHUA D. HANKINS, ESQ.	
<b>SIGNATURE:</b>	/Joshua D. Hankins/	
<b>DATE SIGNED:</b>	03/31/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>		
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made to be effective as of March 30, 2020, by EDMONDS OUTDOORS, LLC, a Tennessee limited liability company, the principal address of which is located at 5207 Lynbar Drive, Suite 704, Nashville, Tennessee 37211 ("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 pages.>*

**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: [Signature]  
William Addison Edmonds, Authorized  
Representative

STATE OF TENNESSEE )

COUNTY OF Davidson )

Before me, JOSEPH 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 Authorized Representative (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 Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Representative.

Witness my hand and seal, at Office in Goodlettsville, Tennessee, this 27 day of March, 2020.

[Signature]  
Notary Public

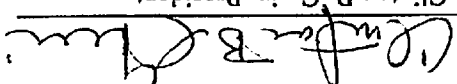
My Commission Expires: 11/22/21



MY COMMISSION EXPIRES:  
NOVEMBER 22, 2021

"SECURED PARTY"

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

By:   
Clinton B. Gwin, President

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

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

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **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.