

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6157375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BROWNELLS, INCORPORATED	06/15/2020
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	90 SOUTH SEVENTH STREET
Internal Address:	MAC N9305-075 16TH FL.
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55479
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8117088
Patent Number:	7437319
Patent Number:	6701658
Patent Number:	8775266
Application Number:	16250022
CORRESPONDENCE DATA	
Fax Number:	(612)604-6800
<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:	612.604.6394
Email:	mmiller@winthrop.com
Correspondent Name:	MEGAN M. MILLER
Address Line 1:	225 SOUTH SIXTH STREET, SUITE 3500
Address Line 2:	WINTRHOP & WEINSTINE
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	3411.330
NAME OF SUBMITTER:	MEGAN M. MILLER
SIGNATURE:	/Megan M. Miller/
DATE SIGNED:	06/17/2020

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 15, 2020, is made by BROWNELLS, INCORPORATED, an Iowa corporation, also known as Brownells, Inc. or Brownell's, Inc. (the "**Grantor**"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "**Bank**").

WITNESSETH:

In order to secure the respective obligations of the Grantor, 2ND ADVENTURE GROUP, INC., an Iowa corporation ("**2nd Adventure**"), BROWNELLS INTERNATIONAL, INC., an Iowa corporation ("**Brownells International**"), BROWNELLS MANUFACTURING CO., an Iowa corporation ("**Brownells Manufacturing**"), BROWNELLS PROPERTIES INC., an Iowa corporation ("**Brownells Properties**"), and CROW SHOOTING SUPPLY, INC., an Iowa corporation ("**CSSI**") (collectively, 2nd Adventure, Brownells International, Brownells Manufacturing, Brownells Properties and CSSI are hereinafter referred to as the "**Other Obligors**") to the Bank under and pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time); that certain that certain Sixth Amended and Restated Revolving Line of Credit Note of event date herewith, in the principal amount of up to \$65,000,000, executed and delivered by the Grantor and the Other Obligors in favor of Bank, as the foregoing may from time to time be modified, amended, extended, restated or replaced; and each and every other debt, liability and obligation of every type and description which the Grantor or Other Obligors (or any of them) may now or at any time hereafter owe to the Bank (whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Agreement or any other present or future instrument or agreement or by operation of law, and whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint or joint and several) (all such debts, liabilities and obligations of the Grantor and Other Obligors (or any of them) to the Bank are herein collectively referred to as the "**Secured Obligations**"), the Grantor hereby agrees as follows:

1. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Patent Collateral**"):
 - (a) All of Grantor's Patents, including, without limitation, those referred on **Schedule 1** attached hereto; and
 - (b) all foreign counterparts to, and all divisionals, reversions, continuations, continuations in part, reissues, reexaminations, renewals and extensions of, such Patents, all inventions and improvements described therein, all rights corresponding thereto throughout the world, and all income, royalties and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such

Patents including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement of even date herewith executed and delivered by the Grantor and Other Obligors in favor of the Bank (the “**Security Agreement**”) and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and related Patent Licenses subject to a security interest hereunder.
4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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BROWNELLS, INCORPORATED, an
Iowa corporation


By: 
Name: Chad Martin
Title: Chief Executive Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 052960 FRAME: 0912

ACCEPTED AND AGREED
as of the date first above written:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Cary R. Kelly
Title: SVP

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SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

**PATENT
REEL: 052960 FRAME: 0913**

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patents

App. / Patent No.	Title	Listed Owner
Patent No. 8117088	METHOD FOR ON-LINE PARTS ORDERING	Brownell's, Inc.
Patent No. 7437319	METHOD FOR ON-LINE PARTS ORDERING	Brownell's, Inc.
Patent No. 6701658	MULTIPLE DEVICE GUN BARREL CLEANING TOOL	Brownells, Inc.
App. No. 16250022	REAR SIGHT ASSEMBLY	Brownells, Inc.
Patent No. 8,775,266	METHOD FOR ON-LINE PARTS ORDERING	Brownells, Incorporated

SCHEDULE I TO PATENT SECURITY AGREEMENT