

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6195807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARCUS HUNTING, LLC	07/09/2020
ARCUS HUNTING GROUP, LLC	07/09/2020
RECEIVING PARTY DATA	
Name:	DEERPATH FUND SERVICES, LLC
Street Address:	405 LEXINGTON AVENUE, 53RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10174
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	15228795
Application Number:	15991795
Application Number:	15451097
Application Number:	16173632
Application Number:	15442249
Application Number:	14992394
Application Number:	29596470
Application Number:	16275902
CORRESPONDENCE DATA	
Fax Number:	(713)226-6398
<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:	713-226-6000
Email:	PatMail@porterhedges.com
Correspondent Name:	JONATHAN PIERCE
Address Line 1:	1000 MAIN STREET, 36TH FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	010997-0095
NAME OF SUBMITTER:	JONATHAN PIERCE

SIGNATURE:	/jmp/
DATE SIGNED:	07/11/2020
Total Attachments: 8 source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page1.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page2.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page3.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page4.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page5.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page6.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page7.tif source=2020-07-09 Executed Patent and Trademark Security Agreement - Arcus Hunting - Arcus Hunting Group#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated effective as of July 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), by and among ARCUS HUNTING, LLC, a Delaware limited liability company (“**Holdings**”) and ARCUS HUNTING GROUP, LLC, a Delaware limited liability company (“**Parent**” and, together with Holdings, collectively, “**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

W I T N E S S E T H:

WHEREAS, Holdings and the other borrowers from time to time party thereto (collectively with Holdings, the “**Borrowers**”), Parent and the other guarantors from time to time party thereto (collectively with Parent, the “**Guarantors**”), Secured Party, and the lenders from time to time party thereto (collectively, the “**Lenders**”) have entered into that certain Loan Agreement dated as of November 13, 2014 (as amended by that certain First Amendment to Loan Agreement dated January 6, 2015, that certain Second Amendment to Loan Agreement dated April 1, 2015, that certain Third Amendment to Loan Agreement dated as of March 23, 2016, that certain Fourth Amendment to Loan Agreement dated as of June 6, 2016, that certain Fifth Amendment to Loan Agreement dated as of July 12, 2016, that certain Sixth Amendment to Loan Agreement dated as of October 26, 2017, that certain Seventh Amendment to Loan Agreement dated as of March 6, 2019, that certain Eighth Amendment to Loan Agreement dated as of April 29, 2019, that certain Ninth Amendment to Loan Agreement dated as of January 13, 2020, that certain Tenth Amendment to Loan Agreement dated as of April 7, 2020, and as further amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Debtor is party to that certain Security Agreement between the Borrowers, the Guarantors and Secured Party, dated November 13, 2014 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of their respective assets to Secured Party;

WHEREAS, as a condition to continuing to extend credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. 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.

SECTION 8. Electronic Execution. The exchange of copies of this Agreement and of signature pages to this Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, .pdf or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 9. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of law principles.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer to be effective for all purposes as of the date first written above.

DEBTOR:

ARCUS HUNTING, LLC

a Delaware limited liability company

By: Michelle S. Riley
Name: Michelle S. Riley
Title: Secretary

By: Ronald Fishman
Name: Ronald Fishman
Title: Treasurer

ARCUS HUNTING GROUP, LLC

a Delaware limited liability company

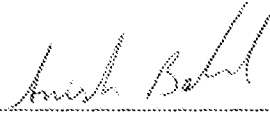
By: Michelle S. Riley
Name: Michelle S. Riley
Title: Secretary

By: Ronald Fishman
Name: Ronald Fishman
Title: Treasurer

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: _____



Name: Anish Bahl

Title: Chief Financial Officer


Schedule 1
to
Patent and Trademark Security Agreement

Arcus Hunting, LLC:

Patents:

Patent Title	Appln. No.	File Date	Patent No.	Reg. Date
Sprayable Gelling Animal Attractant	15/228,795	2016-08-04	10,264,783	2019-07-23
Portable Hunting Device for Generating Scented Vapor	15/991,795	2018-05-29	10,114,036	2018-10-30
Air Movement Visualization Device	15/451,097	2017-03-06	10,545,164	2020-01-28
Portable Hunting Device for Generating Scented Vapor	16/173,632	2018-10-29	10,598,685	2020-03-24
Air Movement Visualization Device	15/442,249	2017-02-24	9,739,796	2017-08-22
Air Movement Visualization Device	14/992,394	2016-01-11	9,989,552	2018-06-05
Air Movement Visualization Device	29/596,470	2017-03-08	D812,706	2018-03-13
Sprayable Gelling Animal Attractant	16/275,902	2019-02-14		



Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks:

Trademark	Application No.	File Date	Registration no.	Registration Date
E-SCENT	87/379,420	2017-03-21	5,670,963	2019-02-05
RELAX	87/214,659	2016-10-25	5,481,877	2018-05-29
WIND SCOUT	87/379,439	2017-03-21	5454841	2018-04-24
DEAD DOWN WIND	87/247,075	2016-11-23	5,353,529	2017-12-12
FIGHT	87/214,675	2016-10-25	5,292,797	2017-09-19
3D+	87/247,113	2016-11-23	5,244,725	2017-07-18
EVOLVE	87/247,094	2016-11-23	5,232,497	2017-06-27
	78/891,607	2006-05-24	3,222,612	2007-03-27

Arcus Hunting Group, LLC:

Patents: None

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks:

Trademark	Application No.	File Date	Registration No.	Registration Date
	86/461,159	11/21/2014	4,847,719	11/3/2015
	96/461,151	11/21/2014	4,852,545	11/10/2015