

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7344631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PURE FISHING, INC.	05/09/2022
PENN FISHING TACKLE MFG. CO.	05/09/2022
PLANO MOLDING COMPANY, LLC	05/09/2022

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	10165767
Patent Number:	10869468
Patent Number:	D943051
Patent Number:	D943052
Patent Number:	D943053
Patent Number:	D943054
Patent Number:	D943055
Patent Number:	D944357
Patent Number:	D944358
Application Number:	16887155
Application Number:	16915305
Application Number:	16945117
Application Number:	16989300
Application Number:	17335236
Application Number:	17383140
Application Number:	17241552

CORRESPONDENCE DATA

PATENT

Fax Number: (202)835-7586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: JAVIER J. RAMOS

Address Line 1: 1850 K STREET, NW, SUITE 1100

Address Line 2: MILBANK, LLP

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	26203.00007
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NAME OF SUBMITTER:	JAVIER J. RAMOS
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	05/23/2022
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of May 9, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “Second Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

WHEREAS, SP PF Buyer LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), Holdings, KKR Credit Advisors (US) LLC, as structuring advisor, Cortland Capital Market Services LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and Second Lien Collateral Agent, and each Lender from time to time party thereto have entered into the Second Lien Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): (i) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all reissues, continuations, divisionals, continuations-in-part, or extensions thereof, and the inventions disclosed or claimed therein, (iii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees,

indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4 Execution in Counterparts and Electronic Execution. This IP Security Agreement may be executed in any number of 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. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PURE FISHING, INC.,
as Grantor

By: 

Name: Kevin Jayson
Title: Treasurer

PENN FISHING TACKLE MFG. CO.,
as Grantor

By: 

Name: Kevin Jayson
Title: Treasurer

PLANO MOLDING COMPANY, LLC,
as Grantor

By: 

Name: Kevin Jayson
Title: Vice Treasurer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Second Lien Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Supplemental Patent Security Agreement]

PATENT
REEL: 059984 FRAME: 0835

SCHEDULE A

United States Patents and Patent Applications

	Patent	Application Number Application Date	Patent Number Grant Date	Status	Owner
1.	MOTOR DRIVEN FISHING REEL	15608025 5/30/2017	10165767 1/1/2019	Issued	Penn Fishing Tackle Mfg. Co.
2.	MOTOR DRIVEN FISHING REEL	16237024 12/31/2018	10869468 12/22/2020	Issued	Penn Fishing Tackle Mfg. Co.
3.	CAM REEL ATTACHMENT	16887155 5/29/2020	---	Pending	Pure Fishing, Inc.
4.	Enclosure for an electronic device in a fishing rod	16915305 6/29/2020	---	Pending	Pure Fishing, Inc.
5.	REMOVABLE EXTENSION FOR A SPINCAST REEL LINE RELEASE BUTTON	16945117 7/31/2020	---	Pending	Pure Fishing, Inc.
6.	LOCKING TELESCOPIC FISHING ROD	16989300 8/10/2020	---	Pending	Pure Fishing, Inc.
7.	SPLITTING LINE GUIDE	17335236 6/1/2021	---	Pending	Pure Fishing, Inc.
8.	MAGNETIC CASTING BRAKE	17383140 7/22/2021	---	Pending	Pure Fishing, Inc.
9.	FISHING LURE	29723025 2/4/2020	D943051 2/8/2022	Issued	Pure Fishing, Inc.
10.	FISHING LURE	29723030 2/4/2020	D943052 2/8/2022	Issued	Pure Fishing, Inc.
11.	FISHING LURE	29723032 2/4/2020	D943053 2/8/2022	Issued	Pure Fishing, Inc.
12.	FISHING LURE	29723033 2/4/2020	D943054 2/8/2022	Issued	Pure Fishing, Inc.
13.	FISHING LURE	29723055 2/4/2020	D943055 2/8/2022	Issued	Pure Fishing, Inc.
14.	FISHING REEL ATTACHMENT	29736297 5/29/2020	D944357 2/22/2022	Issued	Pure Fishing, Inc.
15.	FISHING REEL ATTACHMENT	29736306 5/29/2020	D944358 2/22/2022	Issued	Pure Fishing, Inc.
16.	REALISTIC COLLAPSIBLE TURKEY TAIL FAN	17241552 4/27/021	---	Pending	Plano Molding Company, LLC