

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7478488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GOOD SPORTSMAN MARKETING, L.L.C.	08/10/2022
RECEIVING PARTY DATA	
Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 N. WACKER DRIVE
Internal Address:	30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D579076
Patent Number:	D579074
Patent Number:	D685053
CORRESPONDENCE DATA	
Fax Number:	
<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:	3129932617
Email:	atoosa.nowrouzi@lw.com
Correspondent Name:	ATOOSA NOWROUZI
Address Line 1:	C/O LATHAM & WATKINS 330 N WABASH AVENUE
Address Line 2:	SUITE 2800
Address Line 4:	CHICAGO, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	059703-0019 (AN)
NAME OF SUBMITTER:	ATOOSA NOWROUZI
SIGNATURE:	/an/
DATE SIGNED:	08/10/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

(PATENT, PATENT APPLICATIONS
AND PATENT LICENSES)

August 10, 2022

WHEREAS, the undersigned grantor (the "Grantor") owns one or more of the Patents listed on Schedule 1 annexed hereto and is a party to one or more of the Patent Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, *inter alia*, GSM Acquisition Corp., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), the Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Patent Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

- (i) each Patent (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Patent registration and application referred to in Schedule 1 hereto, and all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing;
- (ii) each Patent License (as defined in the Collateral Agreement) to which the Grantor is a party, including, without limitation, each Patent License, if any, identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for (i) past, present or future infringement of any Patent owned by the Grantor, including, without limitation, any Patent referred to in Schedule 1 hereto, or licensed by the Grantor under any Patent License, including, without limitation, any Patent License, if any, identified in Schedule 1 hereto, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

The Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

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

GRANTOR:

GOOD SPORTSMAN MARKETING, L.L.C.

By: 

Name: Alex A. Castro

Title: Chief Financial Officer and Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 060770 FRAME: 0009

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: 

Name: Jeff White

Title: Director

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
Patent Security Agreement

PATENTS, PATENT REGISTRATIONS, AND PATENT APPLICATIONS

Patent Title		Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	FISHING LURE	29294895 01/31/2008	D579076; 10/21/2008	Patented Case	Good Sportsman Marketing, L.L.C.
2.	FISHING LURE	29294896; 01/31/2008	D579074; 10/21/2008	Patented Case	Good Sportsman Marketing, L.L.C.
3.	FISHING LURE	29443766; 01/22/2013	D685053; 06/25/2013	Patented Case	Good Sportsman Marketing, L.L.C.

PATENT LICENSES

None.