

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7650602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WEATHERBY, INC.	10/24/2022
RECEIVING PARTY DATA	
Name:	FIRST INTERSTATE BANK
Street Address:	1613 COFFEEN AVENUE
City:	SHERIDAN
State/Country:	WYOMING
Postal Code:	82801-1899
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	11092404
Application Number:	17681765
CORRESPONDENCE DATA	
Fax Number:	(406)256-0277
<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:	406-255-7275
Email:	RGRIFFIN@CROWLEYFLECK.COM
Correspondent Name:	ROBERT C. GRIFFIN
Address Line 1:	490 NORTH 31ST STREET
Address Line 4:	BILLINGS, MONTANA 59101
ATTORNEY DOCKET NUMBER:	034321-027
NAME OF SUBMITTER:	ROBERT C. GRIFFIN
SIGNATURE:	/Robert C. Griffin/
DATE SIGNED:	11/17/2022
Total Attachments: 5	
source=2022-10-24 SIGNED Intellectual Property Security Agreement - Weatherby Inc#page1.tif	
source=2022-10-24 SIGNED Intellectual Property Security Agreement - Weatherby Inc#page2.tif	
source=2022-10-24 SIGNED Intellectual Property Security Agreement - Weatherby Inc#page3.tif	
source=2022-10-24 SIGNED Intellectual Property Security Agreement - Weatherby Inc#page4.tif	
source=2022-10-24 SIGNED Intellectual Property Security Agreement - Weatherby Inc#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of October 24, 2022, is made by and between Weatherby, Inc., a Wyoming corporation (the "**Grantor**") in favor of First Interstate Bank (the "**Lender**").

WHEREAS, the Grantor has entered into two separate Business Loan Agreements dated as of October 24, 2022 (the "**Loan Agreements**"), with the Lender;

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreements, the Grantor has executed in favor of Lender, and delivered to the Lender, two separate Commercial Security Agreements dated as of October 24, 2022 (the "**Commercial Security Agreements**"); and

WHEREAS, under the terms of the Commercial Security Agreements, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and Grantor has also agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security: The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into in conjunction with the Commercial Security Agreements, which are hereby incorporated by reference. The provisions of the Commercial Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreements, the Commercial Security Agreements, and related documents (collectively the "**Loan Documents**"), and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. Notwithstanding the foregoing, to the extent that this IP Security Agreement provides Lender with additional rights and remedies that are not included within the Loan Documents and that are not inconsistent with the terms of the Loan Documents, such rights and remedies shall be in addition to all rights and remedies set forth in the Loan Documents and shall be fully enforceable by Lender against Grantor.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

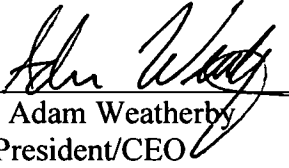
5. Successors and Assigns. This IP Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wyoming, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

GRANTOR: Weatherby, Inc.

By: 
Name: Adam Weatherby
Title: President/CEO
Address for Notices:
1550 Yellowtail Drive
Sheridan, WY 82801

AGREED TO AND ACCEPTED:

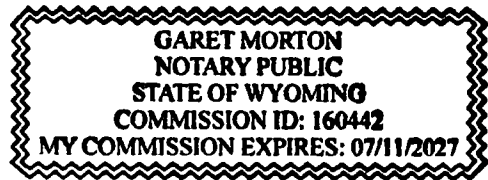
First Interstate Bank
By: 
Name:
Title:
Address for Notices:
First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P.O. Box 6499
Sheridan, WY 82801-1899

ACKNOWLEDGMENT

STATE OF WYOMING

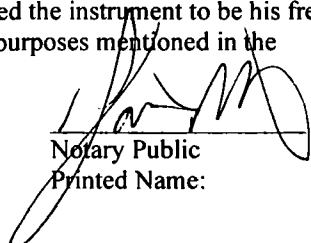
COUNTY OF Sheridan

)
)SS.
)



On the ____ day of October, 2022, before me personally appeared Adam Weatherby, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in the authorized capacity as the President/CEO of Weatherby, Inc., the Borrower described in the instrument above, and acknowledged the instrument to be his free act and the free act and deed of Weatherby, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: 07/11/2027


Notary Public
Printed Name:

SCHEDULES

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Recoil Pad for a Firearm	United States	11,092,404	08/17/2021	Weatherby, Inc.

Patent Applications

Title	Jurisdiction	Serial Number	Filing Date	Record Owner
Reinforced Rifle Stock	United States	17/681,765		Weatherby, Inc.

SCHEDULE 2**TRADEMARKS****Trademark Registrations**

Word Mark	Country of Registration	Serial No.	Registration No.	Registration Date
WEATHERBY	United States	72054341	688539	11/24/1959
W	United States	90572157	6643557	02/15/2022
3DHEX	United States	88525946	5969338	01/21/2020
CAMILLA	United States	88455642	5931965	12/10/2019
WEATHERBY	United States	88321630	5845507	08/27/2019
ACCUBRAKE	United States	88311369	5844900	08/27/2019
GRIPTONITE	United States	76706433	4277587	01/22/2013
ELEMENT	United States	76716604	4936943	04/12/2016
NOTHING SHOOT FLATTER, HITS HARDER OR IS MORE ACCURATE	United States	76715811	4762256	06/30/2015
ACCUMARK	United States	75028812	2015579	11/12/1996
FIBERMARK	United States	73418960	1280670	06/05/1984
ATHENA	United States	73409405	1269146	03/06/1984
ORION	United States	73409399	1269145	03/06/1984
LAZERMARK	United States	73302793	1207143	09/07/1982
VANGUARD	United States	72370979	922158	10/19/1971
MARK V	United States	72096298	710119	01/24/1961
MARK XXII	United States	72214737	810346	06/28/1966

Trademark Applications

Word Mark	Jurisdiction	Application Serial No.	Filing Date
MODEL 307	United States	97379656	04/25/2022