

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8149916

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MYSTERY TACKLE BOX, INC.	10/20/2021
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	10 S. DEARBORN, FLOOR L2	
Internal Address:	IL1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Application Number:	17344214
	Application Number:	17590392
	Patent Number:	D965732
	Patent Number:	11206819
CORRESPONDENCE DATA		
Fax Number:	(312)863-7867	
<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:	3128637267	
Email:	jaclyn.di.grande@goldbergkohn.com	
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD.	
Address Line 2:	55 E MONROE ST., STE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	1075.325	
NAME OF SUBMITTER:	JACLYN DI GRANDE	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	09/05/2023	
Total Attachments: 6		

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Patent Security Agreement"), dated as of October 20, 2021, is by MYSTERY TACKLE BOX, INC. ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as the administrative agent (the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of October 20, 2021, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of October 20, 2021 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Patent Collateral"): (a) any and all patents and patent applications, including those registered Patents referred to on Schedule I hereto; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new patents. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent

unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all Collateral, whether or not listed on Schedule I.

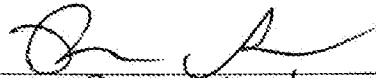
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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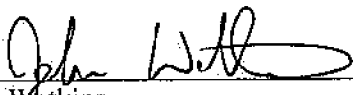
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MYSTERY TACKLE BOX, INC.,
a Delaware corporation

By: 
Name: Ross Gordon
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: 
Name: John Watkins
Title: Authorized Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
Mystery Tackle Box, Inc.	Lure With Cyclically Pivoting Frame	10834909	11/17/20
Mystery Tackle Box, Inc.	Elastomeric Cover For The Weighted Head Of A Jig-Type Fishing Lure	8640378 [expired]	2/4/14
Mystery Tackle Box, Inc.	Cover For The Head Of A Jig-Type Lure	9003689 [expired]	4/14/15
Mystery Tackle Box, Inc.	Line Guiding Spinner Lure	9003690 [expired]	4/14/15
Mystery Tackle Box, Inc.	Lure With Cyclically Reversing Blade Rotation	9072285	7/7/15
Mystery Tackle Box, Inc.	Fishing Lure With Tail Wing	9072286	7/7/15
Mystery Tackle Box, Inc.	Lure With Slidably-Oscillating Bladed Member	9078421	7/14/15
Mystery Tackle Box, Inc.	Elastomeric Cover For The Weighted Head Of A Jig-Type Fishing Lure	9485974	11/8/16
Mystery Tackle Box, Inc.	Lure With Cyclically Reversing Blade Rotation	9485975	11/8/16
Mystery Tackle Box, Inc.	Line-Guiding Fishing Hook	D742995	11/10/15
Mystery Tackle Box, Inc.	Fishing Lure Slotted Tail Design	D774621	12/20/16
Mystery Tackle Box, Inc.	Fishing Lure Slotted Tail Design	D797234	9/12/17
Mystery Tackle Box, Inc.	Anti-Snag Fishing Jig	D923135	6/22/21

SCHEDULE I
to
PATENT SECURITY AGREEMENT

(continued)

PATENTS AND PATENT APPLICATIONS

Name of Grantor	Patent Description	Patent/App. Number	Issue Date
Mystery Tackle Box, Inc.	Integrated hook harness and fishing lures incorporating the same	17344214 (Application No.)	6/10/21 (Filing Date)
Mystery Tackle Box, Inc.	Topwater Fishing Lure with Rotating Propeller and Stabilizing Fin	17590392 (Application No.)	2/1/22 (Filing Date)
Mystery Tackle Box, Inc.	Fishing Lure	D965732	10/4/22
Mystery Tackle Box, Inc.	Lure with Impacting Blade Members	11206819	12/28/21