

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plano Acquisition, LLC		12/21/2012	CORPORATION: DELAWARE
New Plano Molding, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
PLANO INTERNATIONAL, INC.		12/21/2012	CORPORATION: ILLINOIS
HHS IP, LLC		12/21/2012	LIMITED LIABILITY COMPANY: ILLINOIS
Frabill, Inc.		12/21/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	3842523	A CASE OF IDENTITY
Registration Number:	2088166	AIRGLIDE
Registration Number:	3080992	AMERICA'S FAVORITE TACKLEBOXES
Registration Number:	2489397	AQUA-LIFE
Registration Number:	2407856	BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE
Registration Number:	3820927	BENCHMARK
Registration Number:	1537489	BOW GUARD
Registration Number:	2823365	BOWMAX
Registration Number:	2823366	BOWMAX

OP \$1990.00 3842523

Registration Number:	3450081	C
Registration Number:	1480807	CABOODLES
Registration Number:	3524614	CABOODLES
Registration Number:	3673395	CABOODLES
Registration Number:	3944979	CABOODLES
Registration Number:	3931673	CABOODLES
Registration Number:	1480806	CABOODLES OF CALIFORNIA
Registration Number:	1483451	CABOODLES OF CALIFORNIA
Registration Number:	3620265	CABOODLES SPORT
Registration Number:	1779511	CAMERA GUARD
Registration Number:	3900766	CRAWLER CABIN
Registration Number:	3425567	CREATIVE OPTIONS
Registration Number:	3150003	DOC CHUMLY'S
Registration Number:	2631988	DRI-LOC
Registration Number:	1962851	FIELD LOCKER
Registration Number:	3109384	FLIPSIDER
Registration Number:	700898	FLOW-TROLL
Registration Number:	1284478	FRABILL
Registration Number:	1319585	FRABILL
Registration Number:	1362134	FRABILL
Registration Number:	3959984	FXE
Registration Number:	3344318	GLIDE TRAX
Registration Number:	3338811	GLIDE TRAX
Registration Number:	1891771	GOLF GUARD
Registration Number:	2757268	GUN GUARD
Registration Number:	1026167	GUN GUARD
Registration Number:	2529141	GUNSLINGER
Registration Number:	2090351	HABITAT
Registration Number:	3732607	HIBER-NET
Registration Number:	4090818	HOT STICK
Registration Number:	2652289	HUNTERLOGIC
Registration Number:	3997668	HYDRO-FLO
Registration Number:	3798705	ICE HUNTER
Registration Number:	4037846	IN-MY-CASE
Registration Number:	1797859	JAMMERS

	3770498	LIQUA-BAIT LOCKER
Registration Number:	2426630	MAGNUM
Registration Number:	4043361	MANTA
Registration Number:	2922936	MIN-O2-LIFE
Registration Number:	3501592	PILLARLOCK
Registration Number:	898673	PLANO
Registration Number:	2462812	POWER CATCH
Registration Number:	3987223	POWER STOW
Registration Number:	4177829	PPP PLANO
Registration Number:	2796183	PROLATCH
Registration Number:	2825167	PROMAX
Registration Number:	2834488	PROMAX
Registration Number:	3287954	PROTECTOR SERIES
Registration Number:	3609544	R2-TEC
Registration Number:	1838387	SEAL-TIGHT
Registration Number:	3827178	SNOCORE
Registration Number:	3816873	SNOSHELL
Registration Number:	3278178	SNOSUIT
Registration Number:	3999586	SPILL WAY
Registration Number:	4013879	STORMSHELL
Registration Number:	3070063	STOWAWAY
Registration Number:	4151975	STRAIGHT LINE
Registration Number:	2900946	SUB ZERO
Registration Number:	1610002	SUPER-GRO
Registration Number:	1815041	TACKLELOGIC
Registration Number:	3034027	TAKE IT WHEREVER YOUR GAME TAKES YOU
Registration Number:	4251690	TENZING
Registration Number:	4251691	TENZING TZ
Registration Number:	2904009	ULTRA ICE
Registration Number:	3315125	X2
Serial Number:	85769280	TRUSTED GEAR FRABILL SINCE 1938
Serial Number:	85690808	PROTECT YOUR PASSION
Serial Number:	85395485	TENZING
Serial Number:	85395490	TENZING TZ
Registration Number:	2670941	C

TRADEMARK

REEL: 004925 FRAME: 0333

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-314-2392
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/david adams TR/
Date:	12/24/2012

Total Attachments: 23

source=4 Trademark Filing FILE SECOND#page1.tif
source=4 Trademark Filing FILE SECOND#page2.tif
source=4 Trademark Filing FILE SECOND#page3.tif
source=4 Trademark Filing FILE SECOND#page4.tif
source=4 Trademark Filing FILE SECOND#page5.tif
source=4 Trademark Filing FILE SECOND#page6.tif
source=4 Trademark Filing FILE SECOND#page7.tif
source=4 Trademark Filing FILE SECOND#page8.tif
source=4 Trademark Filing FILE SECOND#page9.tif
source=4 Trademark Filing FILE SECOND#page10.tif
source=4 Trademark Filing FILE SECOND#page11.tif
source=4 Trademark Filing FILE SECOND#page12.tif
source=4 Trademark Filing FILE SECOND#page13.tif
source=4 Trademark Filing FILE SECOND#page14.tif
source=4 Trademark Filing FILE SECOND#page15.tif
source=4 Trademark Filing FILE SECOND#page16.tif
source=4 Trademark Filing FILE SECOND#page17.tif
source=4 Trademark Filing FILE SECOND#page18.tif
source=4 Trademark Filing FILE SECOND#page19.tif
source=4 Trademark Filing FILE SECOND#page20.tif
source=4 Trademark Filing FILE SECOND#page21.tif
source=4 Trademark Filing FILE SECOND#page22.tif
source=4 Trademark Filing FILE SECOND#page23.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 21, 2012 is entered into by and between Plano Acquisition, LLC, a Delaware limited liability company (to be merged with and into New Plano Molding, LLC, successor to Plano Molding Company and to be re-named Plano Molding Company, LLC) (the "Borrower"), Plano Holding, LLC, a Delaware limited liability company, the Guarantors from time to time party hereto (the "Guarantors") (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, collectively the "Pledgors" and each a "Pledgor") and PNC Bank, National Association, as administrative agent and collateral agent for the Secured Parties referred to below and the other Secured Parties (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of December 21, 2012 by and among the Pledgors, the Lenders, the Administrative Agent and the other parties party thereto, Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and pursuant to the Credit Agreement and that certain Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") of even date herewith by and among the Pledgors, the Administrative Agent and the other parties party thereto, the Administrative Agent and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) in certain patents, trademarks, copyrights and other intellectual property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement or the Security Agreement, as applicable, and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Code (as defined in the Security Agreement).

(b) "Copyrights" shall mean, collectively, with respect to each Pledgor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by such Pledgor, in each case, whether now owned or hereafter created or acquired by or assigned to such Pledgor, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

(c) "Patents" shall mean, collectively, with respect to each Pledgor, all patents issued or assigned to, and all patent applications and registrations made by, such Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

(d) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all Patents, Trademarks, or Copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) and the goodwill of the business to which any of the Trademarks relate; provided that "Patents, Trademarks and Copyrights" shall not include, and the security interest created by this Agreement, shall not include any Excluded Property.

(e) "Trademarks" shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

2. (a) To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to Administrative Agent for the benefit of the Secured Parties in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights, wherever located and whether now existing or hereafter arising or acquired from time to time.

(b) Each Pledgor hereby authorizes the Administrative Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office), including this Agreement, or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Pledgor hereunder, without the signature of such Pledgor, and naming such Pledgor, as debtor, and the Administrative Agent, as secured party.

3. On a continuing basis, each Pledgor shall, at its sole cost and expense, (i) promptly following its becoming aware thereof, notify the Administrative Agent of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office or the United States Copyright Office regarding any Patents, Trademarks and Copyrights, such Pledgor's right to register such Patents, Trademarks and Copy-

rights or its right to keep and maintain such registration in full force and effect, (ii) maintain all Patents, Trademarks and Copyrights unless Pledgor reasonably determines, in the general course of its business, to allow any such Patents, Trademarks or Copyrights to lapse or become abandoned, (iii) not permit to lapse or become abandoned any Patents, Trademarks and Copyrights, and not settle or compromise any pending or future litigation or administrative proceeding with respect to any such Patents, Trademarks and Copyrights, in either case except as shall be consistent with its commercially reasonable business judgment, (iv) upon such Debtor obtaining knowledge thereof, promptly notify the Administrative Agent in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any Patents, Trademarks and Copyrights or the rights and remedies of the Administrative Agent in relation thereto including a levy or threat of levy or any legal process against any Patents, Trademarks and Copyrights and (v) furnish to the Administrative Agent from time to time upon the Administrative Agent's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Patents, Trademarks and Copyrights and such other materials evidencing or reports pertaining to any Patents, Trademarks and Copyrights as the Administrative Agent may from time to time reasonably request.

4. Each of the obligations of each Pledgor under this Agreement is joint and several.

The Administrative Agent and the other Secured Parties may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the other Secured Parties, or any of them, shall not be a defense to any action the Administrative Agent and the other Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Secured Parties hereby reserve all right against each Pledgor.

5. If, before Payment in Full, any Pledgor shall at any time after the date hereof (i) obtain any rights to any additional Patents, Trademarks and Copyrights or (ii) become entitled to the benefit of any additional Patents, Trademarks and Copyrights or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patents, Trademarks and Copyrights, or any improvement on any Patents, Trademarks and Copyrights, or if any intent-to use trademark application is no longer subject to clause (4) of the definition of Excluded Property (as defined in the Security Agreement), the provisions hereof shall automatically apply thereto and any such item enumerated in the preceding clause (i) or (ii) shall automatically constitute Patents, Trademarks and Copyrights as if such would have constituted Patents, Trademarks and Copyrights at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party. Each Pledgor shall promptly (and in any event within 30 days or such later period as the Administrative Agent may reasonably agree) provide to the Administrative Agent written notice of any of the foregoing with respect to any Patents, Trademarks and Copyrights registered with or applied for in the United States Patent and Trademark Office or United States Copyright Office and confirm the attachment of the Lien and security interest created by this Agreement to any such Patents, Trademarks and Copyrights by execution of a supplement to this Agreement in form reasonably acceptable to the Administrative Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Administrative Agent's security interest in such Patents, Trademarks and Copyrights. Each Pledgor and the Administrative Agent agree, and each Pledgor authorizes the Administrative Agent, to modify this Agreement by amending Schedule A to include any such new Patent, Trademark or Copyright of such Pledgor acquired or arising after the date hereof and the provisions of this Agreement shall apply thereto.

6. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the Security

Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in accordance with Section 9.2.4 [Application of Proceeds] of the Credit Agreement. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby grants to the Administrative Agent, to the extent assignable, a non-exclusive license to use, license or sublicense any of the Patents, Trademarks and Copyrights now owned or hereafter acquired by such Pledgor, wherever the same may be located, solely for the purpose of marketing and selling the Pledgor's products and services during such Event of Default. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof. Each Pledgor further hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. Upon Payment in Full this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors, solely at the expense and cost of the Pledgors and upon their reasonable request) all deeds, assignments and other instruments as may be reasonably necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any

actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors as set forth in Section 11.3 [Expenses, Etc.] in the Credit Agreement.

10. Pledgors shall have the duty, in their commercially reasonable judgment, to prosecute any applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until Payment in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so). Any expenses incurred in connection with such an application shall be borne by Pledgors. Unless it is commercially reasonable in the Pledgor's judgment to do so, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

11. Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder, and at the sole cost and expense of such Pledgor, such applications for protection of the Patents, Trademarks and Copyrights and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Patents, Trademarks and Copyrights. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall have the right but shall in no way be obligated to file applications for protection of the Patents, Trademarks and Copyrights and/or bring suit in the name of any Pledgor, the Administrative Agent or the other Secured Parties to enforce the Patents, Trademarks and Copyrights and any license thereunder. In the event of such suit, each Pledgor shall, at the reasonable request of the Administrative Agent, do any and all lawful acts and execute any and all documents reasonably requested by the Administrative Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent in the exercise of its rights or joinder by such Pledgor under this Section 13 in accordance with Section 11.3 [Expenses, Etc.] of the Credit Agreement. In the event that the Administrative Agent shall elect not to bring suit to enforce the Patents, Trademarks and Copyrights, each Pledgor agrees, at the reasonable request of the Administrative Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Patents, Trademarks and Copyrights by any person.

12. No course of dealing between each Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement, Security Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforcea-

bility shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgors may not assign or transfer any of their rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflicts of law principles.

18. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER, THE ISSUING LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE PLEDGORS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 21. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each party hereto acknowledges and agrees that a facsimile or other electronic transmission to the Administrative Agent of the signature pages

hereof purporting to be signed on behalf of any party hereto shall constitute effective and binding execution and delivery hereof by such party.


20. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, COLLATERAL AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 22.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communications] of the Credit Agreement.


[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

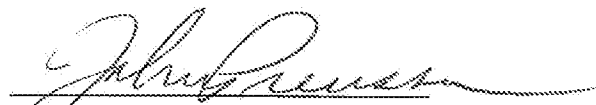
NEW PLANO MOLDING, LLC

By: 
Name: John Preusser
Title: CFO

FRABILL, INC.


By: 
Name: John Preusser
Title: CFO, CIO, Treasurer and Secretary

HHS IP, LLC

By: 
Name: John Preusser
Title: CFO, CIO, Treasurer and Secretary

[Signature Page to Patent, Trademark & Copyright Security Agreement]

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Xinyang Zou
Title: Vice President

[Signature Page to Patent, Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 004925 FRAME: 0343

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

1. Patents:



Application Number	Country	Filing Date	Patent Number	Issue Date	Title	Status	Related patents/ applications
08/399,928	US	7-Mar-95	5,632,113	5/27/1997	FISHING BAIT AND TACKLE ORGANIZER	Granted	
08/596,074	US	6-Feb-96	5,678,686	10/21/1997	GUN CASE	Granted	
09/245,257	US	5-Feb-99	6,161,665	12/19/2000	UTILITY BAG	Granted	
09/498,331	US	4-Feb-00	6,129,210	10/10/2000	UTILITY BOX WRAP	Expired	
09/694,187	US	23-Oct-00	6,390,294	5/21/2002	CASE FOR ARCHERY EQUIPMENT	Granted	6,571,946 6,880,698
09/862,890	US	22-May-01	6,959,811	11/1/2005	TACKLE CONTAINER WITH NESTING SPACE	Granted	7,552,560
09/862,939	US	22-May-01	6,860,059	3/1/2005	IMPROVED TACKLE CONTAINER WITH CLIP SYSTEM	Granted	7,941,965 7,299,584 13/109,587
10/120,914	US	11-Apr-02	6,571,946	6/3/2003	CASE FOR ARCHERY EQUIPMENT	Granted	6,880,698 6,390,294
10/142,344	US	10-May-02	6,595,356	7/22/2003	GOLF CLUB TRANSPORT CASE	Granted	
10/287,573	US	4-Nov-02	6,920,977	7/26/2005	BOW CASE	Granted	
10/315,310	US	10-Dec-02	6,880,698	4/19/2005	ARROW CASE	Granted	6,571,946 6,390,294
10/414,055	US	15-Apr-03	7,104,402	9/12/2006	CASE FOR SPORTING EQUIPMENT	Granted	

Application Number	Country	Filing Date	Patent Number	Issue Date	Title	Status	Related patents/ applications
10/657,882	US	8-Sep-03	7,121,407	10/17/2006	UTILITY CASE	Granted	
10/951,741	US	28-Sep-04	7,299,584	11/27/2007	TACKLE CONTAINER WITH INTERCHANGEABLE INSERTS	Granted	7,941,965 13/109,587 6,860,059
10/992,493	US	16-Nov-04	7,357,250	4/15/2008	STORAGE CASE	Granted	
11/219,252	US	2-Sep-05	7,552,560	6/30/2009	TACKLE CONTAINER WITH NESTING SPACES BETWEEN INTERIOR BARRIERS	Granted	6,959,811
11/259,517	US	26-Oct-05	7,434,683	10/14/2008	PROTECTIVE CASE INCLUDING RIGID SHELL MEMBERS	Granted	
11/428,889	US	6-Jul-06	7,694,808	4/13/2010	GOLF CLUB TRANSPORT CASE WITH TETHERED SECURITY PIN	Granted	
11/894,118	US	20-Aug-07	8,141,723	3/27/2012	INVERTED CELL HONEYCOMB STRUCTURE SHELVING	Granted	
11/943,629	US	21-Nov-07	7,941,965	5/17/2011	TACKLE CONTAINER WITH REMOVABLE INSERTS HAVING COAXIALLY NOTCHED POSTS	Granted	7,299,584 13/109,587 6,860,059
12/016,073	US	17-Jan-08	7,849,984	12/14/2010	COLLAPSIBLE BAG MOUNTING STRUCTURE AND COLLAPSIBLE BAG ASSOCIATED THEREWITH	Granted	

Application Number	Country	Filing Date	Patent Number	Issue Date	Title	Status	Related patents/ applications
12/496,213	US	1-Jul-09	2011/0000919		UTILITY BOX LID	Published	27766557
12/627,511	US	30-Nov-09	2011/0127264		CONTAINER ASSEMBLY	Published	13/036,500 2,781,878
13/036,500	US	28-Feb-11	2011/0147386		CONTAINER ASSEMBLY	Published	12/627,511 2,781,878
13/086,224	US	13-Apr-11	2012/0000800		COMBINATION BOW CASE	Published	
13/109,587	US	17-May-11	2011/0214336		TACKLE CONTAINER WITH REMOVABLE INSERTS HAVING COAXIALLY NOTCHED POSTS	Published	7,941,965 7,299,584 6,860,059
13/533,773	US	26-Jun-12			BOW CASE	Pending	2781187 61/503,218
29/131,494	US	23-Oct-00	D456,133	4/30/2002	ARCHER'S CASE	Granted	
29/154,509	US	28-Jan-02	D465,921	11/26/2002	CHUCK BOX	Granted	
29/170,354	US	4-Nov-02	D475,196	6/3/2003	BOW CASE	Granted	
29/173,018	US	20-Dec-02	D483,178	12/9/2003	ARROW CASE	Granted	
29/179,809	US	15-Apr-03	D506,062	6/14/2005	BOW CASE	Granted	
29/203,306	US	13-Apr-04	D520,734	5/16/2006	CASE	Granted	
29/203,324	US	13-Apr-04	D528,796	9/26/2006	CASE STORAGE AND TRANSPORT RACK	Granted	
29/223,404	US	14-Feb-05	D527,181	8/29/2006	FRAMED CONTAINER	Granted	
29/241,021	US	21-Oct-05	D532,971	12/5/2006	FIREARM CASE	Granted	
29/241,022	US	21-Oct-05	D528,790	9/26/2006	FIREARM CASE	Granted	
29/241,029	US	21-Oct-05	D528,791	9/26/2006	ARCHERY BOW CASE	Granted	

Application Number	Country	Filing Date	Patent Number	Issue Date	Title	Status	Related patents/ applications
29/241,035	US	21-Oct-05	D554,859	11/13/2007	CASE	Granted	
29/246,370	US	4-Apr-06	D555,356	11/20/2007	STORAGE CASE	Granted	
29/341,179	US	31-Jul-09	D646,893	10/18/2011	UTILITY BOX LID	Granted	133264 1192462
29/418,488	US	17-Apr-12			HYDRO-FLO UTILITY BOX	Pending	14792/2012 (5077CAD and 5078CND)
61/560,951	US	17-Nov-11			SHELVING PANEL CONNECTOR	Pending	
(MW Docket 5079US)	US	Unfiled			LATCH ASSEMBLY	Unfiled	
(MW Docket 5080US)	DES	Unfiled			LATCH ASSEMBLY	Unfiled	
11/098,877	US	5-Apr-05	7,124,533	10/24/2006	AUTOMATIC LOCKING LANDING NET YOKE	Granted	
10/811,438	US	26-Mar-04	7,150,442	12/19/2006	ICE SHELTER MODULAR SEAT	Granted	
29/142,441	US	25-May-01	D453,622	2/19/2002	CARRYING CASE	Granted	
29/139,140	US	26-Mar-01	D451,670	12/11/2001	EXPANDABLE FISHING ROD CASE	Granted	

2. Trademarks:

COUNTRY	REFERENCE	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
A CASE OF IDENTITY							
UNITED STATES	T10137US00	4/6/2009	77/707,785	8/31/2010	3,842,523	REGISTERED	18
18 - purses, clutch bags, back packs, luggage, carry-all bags, knapsacks, rucksacks, duffel bags, fanny packs, all purpose sporting bags, school bags, handbags, all-purpose carrying bags, traveling bags, shoulder bags and tote bags, train cases, make-up bags sold empty; make-up organizers sold empty; plastic vanity cases sold empty							
AIRGLIDE							
UNITED STATES	T10120US00	9/21/1995	74/731,725	8/12/1997	2,088,166	REGISTERED	13
13 - gun cases							
AMERICA'S FAVORITE TACKLEBOXES							
UNITED STATES	T10052US00	11/12/2004	78/516,308	4/11/2006	3,080,992	REGISTERED	28
28 - fishing tackle organizers, namely, fishing tackle containers							
AQUA-LIFE							
UNITED STATES	T12522US00	3/20/2000	76/004,240	9/11/2001	2,489,397	REGISTERED	07,21
07 - Live bait aeration systems consisting of a pump sold separately or affixed to a bait bucket 21 - Bait buckets sold separately or with a pump affixed thereto for aeration of live bait							
BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE							
UNITED STATES	T10149US00	3/2/1999	75/652,356	11/28/2000	2,407,856	REGISTERED	28
28 - Protective storage and travel case for golf bag and its contents							
BENCHMARK							
UNITED STATES	T12529US00	10/29/2009	77/860,059	7/20/2010	3,820,927	REGISTERED	09
09 - Fishing equipment, namely, a measuring device to measure the size of a caught fish							
BOW GUARD							
UNITED STATES	T10123US00	7/15/1988	73/740,112	5/2/1989	1,537,489	REGISTERED	28
28 - storage cases for archery equipment							
BOWMAX							
UNITED STATES	T10103US00	3/13/2003	78/225,315	3/16/2004	2,823,365	REGISTERED	28
28 - containers for storage and transport of items used by outdoorspeople, namely, archery bows and arrows							
BOWMAX (Stylized and Design) 							
UNITED STATES	T10102US00	3/13/2003	78/225,370	3/16/2004	2,823,366	REGISTERED	28
28 - containers for storage and transport of items used by outdoorspeople, namely, archery bows and arrows							
C (Stylized) 							
UNITED STATES	T10110US00	10/13/2006	77/020,713	6/17/2008	3,450,081	REGISTERED	03
03 - bath and body products, namely, shower gel, body lotion, bath fizzers, bath crystals, bath salts and bath confetti soap							
UNITED STATES	T10110US03	6/30/2000	76/081,287	1/7/2003	2,670,941	REGISTERED	18
18 - plastic organizer cases sold empty for jewelry cosmetics and hair care products							
CABOODLES							
UNITED STATES	T10124US00	7/1/1987	73/669,703	3/15/1988	1,480,807	REGISTERED	18
18 - combination cosmetic and jewelry cases sold empty							
UNITED STATES	T10124US04	10/13/2006	77/020,796	10/28/2008	3,524,614	REGISTERED	03
03 - Bath and body products, namely, shower gel, body lotion, bath fizzers, bath crystal, bath salts and bath confetti soap							
UNITED STATES	T10124US05	10/13/2006	77/020,813	8/25/2009	3,673,395	REGISTERED	18
18 - Purses, clutch bags, back packs, luggage, carry-all bags, knapsacks, rucksacks, duffel bags, fanny packs, all-purpose sporting bags,							

school bags, handbags, all-purpose carrying bags, traveling bags, shoulder bags and tote bags



CABOODLES (and Design)

UNITED STATES T10138US00 4/6/2009 77/707,799 4/12/2011 3,944,979 REGISTERED 18

18 - purses, clutch bags, back packs, luggage, carry-all bags, knapsacks, rucksacks, duffel bags, fanny packs, all purpose sporting bags, school bags, handbags, all-purpose carrying bags, traveling bags, shoulder bags and tote bags, train cases, make-up bags sold empty; make-up organizers sold empty



CABOODLES (Stylized)

UNITED STATES T10138US01 4/6/2009 77/707,804 3/15/2011 3,931,673 REGISTERED 18

18 - purses, clutch bags, back packs, luggage, carry-all bags, knapsacks, rucksacks, duffel bags, fanny packs, all purpose sporting bags, school bags, handbags, all-purpose carrying bags, traveling bags, shoulder bags and tote bags, train cases, make-up bags sold empty; make-up organizers sold empty

CABOODLES OF CALIFORNIA

UNITED STATES T10126US00 7/1/1987 73/669,540 3/15/1988 1,480,806 REGISTERED 18

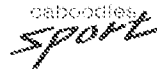
18 - combination cosmetic and jewelry cases sold empty



CABOODLES of CALIFORNIA (Design)

UNITED STATES T10164US00 7/27/1987 73/674,723 4/5/1988 1,483,451 REGISTERED 18

18 - combination cosmetic, jewelry and hair care cases sold empty



CABOODLES SPORT (Stylized)

UNITED STATES T10165US00 12/3/2007 77/342,656 5/12/2009 3,620,265 REGISTERED 18

18 - Backpacks, duffel bags, cinch rucksacks, messenger bags, athletic bags, cosmetic bags sold empty, plastic cosmetic organizers cases sold empty

CAMERA GUARD

UNITED STATES T10166US00 12/20/1990 74/125,315 6/29/1993 1,779,511 REGISTERED 09

09 - camera cases designed to protect cameras and accessories for cameras

CRAWLER CABIN

UNITED STATES T12537US00 7/2/2010 85/076,808 1/4/2011 3,900,766 REGISTERED 28

28 - Anglemorm storage boxes

CREATIVE OPTIONS

UNITED STATES T10111US00 5/1/2007 77/169,731 5/13/2008 3,425,567 REGISTERED 16,18,21

16 - personal organizers, namely, craft supply organizers
 18 - bags for craft supplies, namely, tote bags, briefcase-type portfolios, and shoulder bags
 21 - domestic goods, namely, plastic containers for craft supplies

DOC CHUMLY'S

UNITED STATES T12533US00 5/31/2005 78/640,738 9/26/2006 3,150,003 REGISTERED 28,29,31

28 - Fishing lures and artificial fishing bait, dry pelletized chum, cut artificial bait, bait fishing lures, fisherman's gloves, sportsman's fishing bags for transporting chum, fishing tackle and tackle boxes; bait containers
 29 - Cheese used as fishing bait
 31 - Chopped fresh fish or other live chopped biogenic material for use as fishing bait

DRI-LOC

UNITED STATES T10119US00 5/22/1996 75/108,039 10/8/2002 2,631,988 REGISTERED 28

28 - utility boxes for sporting goods, namely, fishing tackle

FIELD LOCKER

UNITED STATES T10168US00 9/15/1994 74/574,393 3/19/1996 1,962,851 REGISTERED 13,28

13 - shotgun cases, pistol cases, rifle cases and cases for firearm accessories
 28 - hunting bow cases, arrow cases, and cases for hunting bow accessories

FLIPSIDER

UNITED STATES	T10096US00	7/21/2005	78/675,158	6/27/2006	3,109,384	REGISTERED	28
---------------	------------	-----------	------------	-----------	-----------	------------	----

28 - fishing tackle containers

FLOW-TROLL

UNITED STATES	T12513US00	12/3/1959	72/086,540	7/12/1960	700,898	REGISTERED	22
---------------	------------	-----------	------------	-----------	---------	------------	----

22 - minnow buckets

FRABILL

UNITED STATES	T12515US00	7/25/1983	73/436,234	7/3/1984	1,284,478	REGISTERED	28
---------------	------------	-----------	------------	----------	-----------	------------	----

28 - fishing equipment

UNITED STATES	T12515US01	11/2/2012	85/769,809			PENDING	25
---------------	------------	-----------	------------	--	--	---------	----

25 - clothing, namely, hats, gloves, mitts, sweatshirts, fleece jackets, storm suits, ice suits and snow suits

UNITED STATES	T12516US00	5/18/1984	73/481,022	2/12/1985	1,319,585	REGISTERED	28
---------------	------------	-----------	------------	-----------	-----------	------------	----

28 - fishing equipment

UNITED STATES	T12517US00	9/24/1984	73/500,643	9/24/1985	1,362,134	REGISTERED	28
---------------	------------	-----------	------------	-----------	-----------	------------	----

28 - fishing equipment, namely, minnow, bait, wade and other fishing buckets, bait boxes, minnow traps, landing nets, fishing rods and tackle, including sinkers, floats, flies, hooks, snap swivels, poppers, leaders, hook holders, hook removers, fly boxes, tackle boxes, wire fish baskets, fish stringers, worm boxes



FRABILL (Badge Logo)

UNITED STATES	T12885US00	11/1/2012	85/769,280			PENDING	25,28
---------------	------------	-----------	------------	--	--	---------	-------

25 - baseball caps

28 - fishing equipment, namely landing nets, bait buckets, rod cases, aeration products, wire fish baskets, worm boxes, fishing rods and reels, minnow traps, ice fishing shelters, augers, ice fishing chisels, tip-ups, ice fishing accessories

FXE

UNITED STATES	T12542US00	5/23/2010	85/975,132	5/10/2011	3,959,984	REGISTERED	25
---------------	------------	-----------	------------	-----------	-----------	------------	----

25 - Outdoor clothing, namely, jackets, parkas, bib overalls for fishing, gloves, and mitts

GLIDE TRAX

UNITED STATES	T12535US00	8/29/2006	78/962,435	11/27/2007	3,344,318	REGISTERED	19
---------------	------------	-----------	------------	------------	-----------	------------	----

19 - Devices in the nature of sled runners sold as component parts of non-metal fishing shelter structures, which assist in moving the shelters across ice



GLIDE TRAX and Design

UNITED STATES	T12523US00	2/28/2007	77/119,199	11/20/2007	3,338,811	REGISTERED	19
---------------	------------	-----------	------------	------------	-----------	------------	----

19 - Devices in the nature of sled runners sold as component parts of non-metal fishing shelter structures, which assist in moving the shelters across ice

GOLF GUARD

UNITED STATES	T10170US00	6/10/1993	74/400,208	4/25/1995	1,891,771	REGISTERED	28
---------------	------------	-----------	------------	-----------	-----------	------------	----

28 - protective storage and travel case for golf bag and its contents

GUN GUARD

UNITED STATES	T10112US00	3/12/2002	76/381,768	8/26/2003	2,757,268	REGISTERED	06,09
---------------	------------	-----------	------------	-----------	-----------	------------	-------

06 - metal gun safes

09 - electronic gun safes

UNITED STATES	T10112US01	7/17/1974	73/026,999	12/2/1975	1,026,167	REGISTERED	13
---------------	------------	-----------	------------	-----------	-----------	------------	----

13 - Carrying case for guns

GUNSLINGER

UNITED STATES	T10116US00	2/11/2000	75/930,121	1/15/2002	2,529,141	REGISTERED	13
---------------	------------	-----------	------------	-----------	-----------	------------	----

13 - gun cases

HABITAT

UNITED STATES T12519US00 3/27/1995 74/652,980 8/26/1997 2,090,351 REGISTERED 28

28 - fishing equipment, namely, portable containers designed to hold live worms used for fishing bait and sold as a unit with worm

HIBER-NET

UNITED STATES T12525US00 1/21/2009 77/653,140 12/29/2009 3,732,607 REGISTERED 28

28 - Hand-held fishing nets for sportsmen

HOT STICK

UNITED STATES T12540US00 6/20/2011 85/350,433 1/24/2012 4,090,818 REGISTERED 28

28 - Fishing rods

HUNTERLOGIC

UNITED STATES T10115US00 11/15/1999 75/849,288 11/19/2002 2,652,289 REGISTERED 28

28 - containers for storage and transport of items used by hunters

HYDRO-FLO

UNITED STATES T10948US00 12/27/2010 85/206,161 7/19/2011 3,997,668 REGISTERED 28

28 - Fishing tackle bags

ICE HUNTER

UNITED STATES T12528US00 8/13/2009 77/803,763 6/8/2010 3,798,705 REGISTERED 28

28 - Fishing rods

IN-MY-CASE

UNITED STATES T11223US00 2/18/2011 85/245,676 10/11/2011 4,037,846 REGISTERED 18,14

18 - Purses, clutch bags, back packs, luggage, carry-all bags, knapsacks, rucksacks, duffel bags, fanny packs, all purpose sporting bags, school bags, handbags, all-purpose carrying bags, traveling bags, shoulder bags and tote bags, train cases, make-up bags sold empty; make-up organizers sold empty; vanity cases sold empty; plastic cases sold empty for cosmetics and toiletries; plastic cases sold empty for hair products, namely, brushes, barrettes, combs, picks, clips, bands, scrunchies, bows, elastics

14 - Plastic cases for jewelry, sold empty

JAMMERS

UNITED STATES T10122US00 2/3/1992 74/242,333 10/12/1993 1,797,859 REGISTERED 20

20 - plastic organizer cases for toys sold empty

LIQUA-BAIT LOCKER

UNITED STATES T09885US00 7/22/2009 77/786,907 4/6/2010 3,770,498 REGISTERED 21

21 - portable cases made of plastic for storing a type of simulated live bait

MAGNUM

UNITED STATES T10117US00 11/8/1999 75/843,009 2/6/2001 2,426,630 REGISTERED 20

20 - plastic utility boxes not for industrial use

MANTA

UNITED STATES T10848US00 12/27/2010 85/206,157 10/18/2011 4,043,361 REGISTERED 28

28 - Crossbow cases

MIN-O2-LIFE and Design *Min-O-Life*

UNITED STATES T12532US00 11/19/2003 78/330,086 2/1/2005 2,922,936 REGISTERED 11,21,11
21

11 - Aerator pump for use with bait containers

21 - Bait buckets sold separately or with a pump affixed thereto for aerating live bait

PILLARLOCK

UNITED STATES T10109US00 2/13/2008 77/396,306 9/16/2008 3,501,592 REGISTERED 13,28

13 - containers for storage and transport of items used by outdoorspeople, namely, firearm cases

28 - containers for storage and transport of items used by outdoorspeople, namely, archery bows and arrows

PLANO

UNITED STATES	T10127US00	1/21/1970	72/349,140	9/15/1970	898,673	REGISTERED	22
---------------	------------	-----------	------------	-----------	---------	------------	----

22 - fishing tackle boxes

POWER CATCH

UNITED STATES	T12521US00	12/7/1999	75/866,212	6/19/2001	2,462,812	REGISTERED	28
---------------	------------	-----------	------------	-----------	-----------	------------	----

28 - landing nets for sport fishing

POWER STOW

UNITED STATES	T12538US00	8/24/2010	85/114,796	6/28/2011	3,987,223	REGISTERED	28
---------------	------------	-----------	------------	-----------	-----------	------------	----

28 - Landing nets for anglers

**PPP PLANO Logo (Black & Yellow)**

UNITED STATES	T11444US00	3/11/2011	85/264,963	7/24/2012	4,177,829	REGISTERED	28,13,20
---------------	------------	-----------	------------	-----------	-----------	------------	----------

28 - Fishing tackle boxes, fishing tackle storage bags, rod tubes, fishing accessory storage boxes, bait storage boxes; protective storage cases for archery bows and archery arrows; travel cases for archery bows and archery arrows, and storage cases for archery accessories

13 - Protective storage cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; travel cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; storage tubes, boxes, cases and containers for firearm accessories, optics, and ammunition

20 - Shelving and display and storage racks all of plastic; toolboxes not of metal; plastic utility boxes not for industrial use

PROLATCH

UNITED STATES	T10098US00	6/28/2002	78/139,986	12/16/2003	2,796,183	REGISTERED	20
---------------	------------	-----------	------------	------------	-----------	------------	----

20 - non-metal utility boxes

PROMAX

UNITED STATES	T10105US00	2/25/2003	78/218,865	3/23/2004	2,825,167	REGISTERED	13
---------------	------------	-----------	------------	-----------	-----------	------------	----

13 - containers for storage and transport of items used by outdoorspeople, namely, firearm cases

**PROMAX (Stylized and Design)**

UNITED STATES	T10104US00	2/25/2003	78/218,876	4/20/2004	2,834,488	REGISTERED	13
---------------	------------	-----------	------------	-----------	-----------	------------	----

13 - containers for storage and transport of items used by outdoorspeople, namely, firearm cases

PROTECT YOUR PASSION

UNITED STATES	T12484US00	7/30/2012	85/690,808			PENDING	13,18,25
---------------	------------	-----------	------------	--	--	---------	----------

28

13 - protective storage cases for firearms, namely, rifles, shotguns, pistols and takedown guns; travel cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; storage tubes, boxes, cases and containers for firearm accessories, optics, and

18 - back packs, luggage, carry-all bags, knapsacks, rucksacks, duffel bags, all-purpose sporting bags, all-purpose carrying bags

25 - hunting vests

28 - fishing tackle boxes, fishing tackle storage bags, rod tubes, fishing accessory storage boxes, bait storage boxes; protective storage cases for archery bows and archery arrows; travel cases for archery bows and archery arrows, and storage cases for

PROTECTOR SERIES

UNITED STATES	T10095US00	2/22/2006	78/820,563	9/4/2007	3,287,954	REGISTERED	28
---------------	------------	-----------	------------	----------	-----------	------------	----

28 - archery bow cases

R2-TEC

UNITED STATES	T12524US00	9/19/2007	77/283,774	4/21/2009	3,609,544	REGISTERED	19
---------------	------------	-----------	------------	-----------	-----------	------------	----

19 - portable ice fishing shelters, not of metal

SEAL-TIGHT

UNITED STATES	T10174US00	11/25/1992	74/334,628	5/31/1994	1,838,387	REGISTERED	09
---------------	------------	------------	------------	-----------	-----------	------------	----

09 - camera case

SNOCORE

UNITED STATES	T12527US00	8/12/2009	77/802,763	8/3/2010	3,827,178	REGISTERED	25
---------------	------------	-----------	------------	----------	-----------	------------	----

25 - waterproof fabric used as a component of clothing, gloves and mitts

SNOSHELL

UNITED STATES T12526US00 8/12/2009 77/802,735 7/13/2010 3,816,873 REGISTERED 25

25 - Insulating polymeric shells, namely, macro and micro capsules containing phase change material used for thermal regulation as a component of clothing, footwear and headgear

SNOSUIT and Design



UNITED STATES T12534US00 2/7/2006 78/808,916 8/7/2007 3,278,178 REGISTERED 25

25 - Snow suits

SPILL WAY

UNITED STATES T12536US00 6/25/2010 85/071,689 7/19/2011 3,999,586 REGISTERED 25

25 - A feature of bottoms and pants

STORMSHELL

UNITED STATES T12539US00 9/17/2010 85/131,928 8/16/2011 4,013,879 REGISTERED 24

24 - waterproof fabric used as a component for manufacturing clothing, gloves, and mitts

STOWAWAY

UNITED STATES T10100US00 7/2/2003 78/269,885 3/21/2006 3,070,063 REGISTERED 20,28

20 - plastic organizer case having shallow depth case tray with tray section dividers and pivotally hinged cover lid for storage of hardware of small size

28 - plastic organizer case having shallow depth case tray with tray section dividers and pivotally hinged cover lid for storage of fishing tackle

STRAIGHT LINE

UNITED STATES T12541US00 10/20/2011 85/451,724 5/29/2012 4,151,975 REGISTERED 28

28 - Rods for fishing

SUB ZERO and Design



UNITED STATES T12530US00 10/28/2003 78/319,692 11/2/2004 2,900,946 REGISTERED 04

04 - general purpose low temp grease

SUPER-GRO (Stylized)



UNITED STATES T12518US00 11/16/1989 74/000,243 8/14/1990 1,610,002 REGISTERED 31

31 - fishing worm bedding material

TACKLELOGIC

UNITED STATES T10121US00 4/22/1993 74/383,622 1/4/1994 1,815,041 REGISTERED 28

28 - fishing tackle containers

TAKE IT WHEREVER YOUR GAME TAKES YOU

UNITED STATES T10176US00 12/7/2004 76/623,579 12/27/2005 3,034,027 CANCELLED 20,28

20 - Plastic protective storage cases for golf bags and golf clubs

28 - golf bag and golf club travel cases

TENZING

UNITED STATES T11701US00 8/11/2011 85/395,485 ALLOWED 09,25,28

09 - Directional compasses; GPS navigation devices; hunting binoculars; fall protection equipment for fall restraint and fall arrest, namely, carabiners

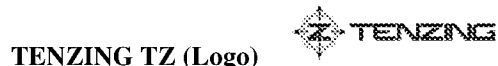
25 - clothing, namely, t-shirts, hats, hunting vests, hunting shirts, hunting pants, hunting jackets, hunting boot bags

28 - Fishing tackle boxes, fishing tackle storage bags, fishing rod tubes, fishing accessory storage boxes, bait storage boxes, sportsman's fishing bags; protective storage cases for archery bows and archery arrows; travel cases for archery bows and archery arrows and storage boxes for archery accessories; ski and snowshoe poles

UNITED STATES T11701US03 8/11/2011 85/977,745 11/27/2012 4,251,690 REGISTERED 13,18

13 - Protective storage cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; travel cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; storage tubes, boxes, cases and containers for firearm accessories, optics, and ammunition

18 - Backpacks; knapsacks; other bags and sacks, namely, travel bags, tote bags, traveling bags, business cases, overnight cases, duffel bags, rucksacks, fanny packs, school bags, waterproof hunting bags, handbags and briefcases; luggage; hiking and walking sticks; harness straps



UNITED STATES T11701US01 8/11/2011 85/395,490 ALLOWED 09,25,28

09 - Directional compasses; GPS navigation devices; hunting binoculars; fall protection equipment for fall restraint and fall arrest, namely, carabiners

25 - clothing, namely, t-shirts, hats, hunting vests, hunting shirts, hunting pants, hunting jackets, hunting boot bags

28 - Fishing tackle boxes, fishing tackle storage bags, fishing rod tubes, fishing accessory storage boxes, bait storage boxes, sportsman's fishing bags; protective storage cases for archery bows and archery arrows; travel cases for archery bows and archery arrows and storage boxes for archery accessories; ski and snowshoe poles

UNITED STATES T11701US02 8/11/2011 85/977,746 11/27/2012 4,251,691 REGISTERED 13,18

13 - Protective storage cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; travel cases for firearms, namely, rifles, shotguns, pistols, and takedown guns; storage tubes, boxes, cases and containers for firearm accessories, optics,

18 - Backpacks; knapsacks; other bags and sacks, namely, travel bags, tote bags, traveling bags, business cases, overnight cases, duffel bags, rucksacks, fanny packs, school bags, waterproof hunting bags, handbags and briefcases; luggage; hiking and

ULTRA ICE

UNITED STATES T12531US00 10/28/2003 78/319,782 11/16/2004 2,904,009 REGISTERED 28

28 - ice fishing rods and reels

X2 & Design

UNITED STATES T10177US00 9/12/2005 76/646,745 10/23/2007 3,315,125 REGISTERED 13,28

13 - Protective storage cases for firearms, namely, rifles, shotguns, pistols, and takedowns, namely rifle, shotgun, and pistol takedowns; travel cases for firearms, namely, rifles, shotguns, pistols, and takedowns, namely, rifle, shotgun, and pistol takedowns

28 - Protective storage cases for golf bags, golf clubs, archery bows, and archery arrows; travel cases for golf bags, golf clubs, archery bows and archery arrows

3. Trade Names:

- planomolding.com
- caboodles.com
- planoeurope.com
- planoboxes.com
- bowguard.com
- golfguard.net
- gunguard.com
- gunguard.net
- frabill.com
- frabill.net
- icesuit.com
- stormsuit.com

4. Copyrights:

Holder	Name	Copyright Number	Date
Plano	New Plano T D S 833	TX0001481179	1984
Plano	Plano: original and world's largest manufacturer of plastic fishing tackle boxes: catalog	CSN0022515	1985
Plano	Plano: original and world's largest manufacturer of plastic fishing tackle boxes: catalog	TX0001480172	1984
Plano	Plano: original and world's largest manufacturer of plastic fishing tackle boxes: catalog	TX0001245173	1983
Plano	Plano: original and world's largest manufacturer of plastic fishing tackle boxes: catalog	TX0000555945	1980
Plano	Plano: original and world's largest manufacturer of plastic fishing tackle boxes: catalog	TX0000316151	1979