

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buck Knives, Inc.		07/10/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	3399 Peachtree Road, NE, Ste. 1900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	5385567	GLACIER	
Registration Number:	3990089	GENT	
Registration Number:	1665411	ODYSSEY	
Registration Number:	5095573	FLUID	
Registration Number:	5548946	110 AUTO KNIFE	
Registration Number:	5635853	ABYSS	
Registration Number:	3301860	ALPHA DORADO	
Registration Number:	2715455	ALPHA HUNTER	
Registration Number:	5082776	APEX	
Registration Number:	3092287	ASAP TECHNOLOGY	
Registration Number:	3153979	BANTAM	
Registration Number:	5489516	BLACKOUT CROSSLOCK	
Registration Number:	3990107	BONES	
Registration Number:	5149660	BOW TRX	
Registration Number:	5078559	BRAHMA	
Registration Number:	1241821	BUCK	
Registration Number:	1761042	BUCK	
Registration Number:	1890347	BUCK COLLECTORS CLUB	
Registration Number:	2054816	BUCK KNIVES	

CH \$1815.00 5385567

Property Type	Number	Word Mark
Registration Number:	4058884	BUCK ZIPPER
Registration Number:	1275864	BUCKLITE
Registration Number:	3628607	BUCKLITE MAX
Registration Number:	2712592	BUCKLOCK
Registration Number:	1351373	CADET
Registration Number:	4451109	CLEARWATER
Registration Number:	3836111	COMFORTCRAFT
Registration Number:	5538073	COMPADRE FROE
Registration Number:	1283071	COMPANION
Registration Number:	1904903	CROSSLOCK
Registration Number:	3910962	CSAR-T
Registration Number:	5343768	EDGE OF A LEGEND
Registration Number:	4447816	ENDEAVOR
Registration Number:	3546387	EST. B 1902
Registration Number:	3629798	EST. B 1902 BUCK KNIVES
Registration Number:	4080965	FLASHPOINT
Registration Number:	1343846	FOLDING HUNTER
Registration Number:	1275861	GENERAL
Registration Number:	5475254	GRADUATE
Registration Number:	4554519	HARVEST SERIES
Registration Number:	3372608	INTREPID
Registration Number:	3989982	LUX
Registration Number:	4066037	OMNI HUNTER
Registration Number:	3990122	PAKLITE
Registration Number:	5082825	PAKLITE ELITE
Registration Number:	5114153	PAKLITE TROPHY KIT
Registration Number:	3764281	PARADIGM
Registration Number:	1285000	PATHFINDER
Registration Number:	1275862	PRINCE
Registration Number:	3773407	QUICKFIRE
Registration Number:	4447814	REAPER
Registration Number:	3990109	REDPOINT
Registration Number:	5646226	RIVAL
Registration Number:	4062476	SAFESPIN
Registration Number:	5095569	SELECTOR
Registration Number:	4838411	SELKIRK
Registration Number:	4451221	SENTRY
Registration Number:	3825710	SHIFT MECHANISM

Property Type	Number	Word Mark
Registration Number:	4066003	SOLITAIRE
Registration Number:	1285001	SPECIAL
Registration Number:	4566435	SPITFIRE
Registration Number:	4564190	SPLIZZORS
Registration Number:	1275858	STOCKMAN
Registration Number:	3301861	THE 55
Registration Number:	1944585	THE NIGHTHAWK
Registration Number:	4451105	THUG
Registration Number:	5152936	TRIGGER
Registration Number:	4095467	VANGUARD
Registration Number:	3990121	VANTAGE
Registration Number:	1313181	WOODSMAN
Registration Number:	5960313	BOS
Serial Number:	88855045	HEXHAM
Serial Number:	88779748	BUDGIE

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Kathleen O. Currey
SIGNATURE:	/koc/
DATE SIGNED:	07/13/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 10th day of July, 2020, between **CADENCE BANK, N.A.**, a national banking association having an office at 3399 Peachtree Road, NE, Ste. 1900, Atlanta, Georgia 30326 (together with its successors and assigns, "Lender"), and **BUCK KNIVES, INC.**, a Nevada corporation having its principal place of business at 660 South Lochsa Street, Post Falls, Idaho 83854 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing;

provided that Trademark Collateral shall not include any Excluded Property.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Company covenants and agrees with Lender that except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect) or sold, transferred or otherwise disposed of by Company as Permitted Asset Dispositions under the Loan Agreement, Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents, or other service providers of Company in the Ordinary Course of Business, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting

the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable out-of-pocket attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company shall remain liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company 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 until Full Payment of all of the Obligations.

11. Any and all costs and expenses, of whatever kind or nature (including, without limitation, reasonable out-of-pocket attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of the Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Revolver Loans under the Loan Agreement.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, shall file and prosecute opposition and cancellation proceedings, shall file and prosecute lawsuits to enforce the Trademarks that are material to the business and shall do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks, unless Company has determined that the applicable trademark application or trademark is no longer necessary to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne by Company.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 13 (and all reasonable out-of-pocket attorneys' fees and legal expenses).

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable out-of-pocket attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. 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 unenforceability 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 other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

23. This Agreement shall continue in full force and effect until Full Payment of the Obligations.

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

WITNESS the execution hereof under seal as of the date first above written.

BUCK KNIVES, INC.
("Company")

By: Trent P. Malone
Name: **Trent P. Malone**
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary

[SEAL]


[Signatures continue on the following page]




Accepted:

CADENCE BANK, N.A.
("Lender")

By: Meghan E. Enlow
Name: Meghan E. Enlow
Title: Director

EXHIBIT A
TRADEMARKS

Trademark	Registration Number	Registration Date
1. GLACIER	5385567	January 23, 2018
2. GENT	3990089	July 5, 2011
3. ODYSSEY	1665411	November 19, 1991
4. FLUID	5095573	December 6, 2016
5. 110 AUTO KNIFE	5548946	August 28, 2018
6. ABYSS	5635853	December 25, 2018
7. ALPHA DORADO	3391860	October 2, 2007
8. ALPHA HUNTER	2715455	May 13, 2003
9. APEX	5082776	November 15, 2016
10. ASAP TECHNOLOGY	3092287	May 16, 2006
11. BANTAM	3153979	October 19, 2006
12. BLACKOUT CROSSLOCK	5489516	June 12, 2018
13. BONES	3990107	July 5, 2011
14. BOW TRX	5149660	February 28, 2017
15. BRAHMA	5078559	November 8, 2016
16. BUCK	1241821	June 14, 1983
17. BUCK	1761042	March 30, 1993
18. BUCK COLLECTORS CLUB and Design	1890347	April 18, 1995
19. 		

Trademark	Registration Number	Registration Date
20. BUCK KNIVES and Design	2054816	April 22, 1997
21. 		
22. BUCK ZIPPER	4058884	November 22, 2011
23. BUCKLITE	1275864	May 1, 1984
24. BUCKLITE MAX	3628607	May 26, 2009
25. BUCKLOCK	2712592	May 6, 2003
26. CADDET	1351373	July 30, 1985
27. CLEARWATER	4451109	December 17, 2013
28. COMFORTCRAFT	3836111	August 17, 2010
29. COMPADRE PROE	5538973	August 14, 2018
30. COMPANION	1283071	June 26, 1984
31. CROSSLOCK	1904903	July 11, 1995
32. CEAR-T	3910962	January 25, 2011
33. EDGE OF A LEGEND	5343768	November 28, 2017
34. HINDEAVOR	4447816	December 10, 2013
36. EST. B 1902 and Design	3546387	December 16, 2008
37. EST.  1902		
38. EST. B 1902 BUCK KNIVES and Design	3629798	June 2, 2009
39. 		

Trademark	Registration Number	Registration Date
41. FLASHPOINT	4080965	January 3, 2012
42. FOLDING HUNTER	1343846	June 23, 1985
43. GENERAL	1275861	May 1, 1984
44. GRADUATE	5475254	May 22, 2018
45. HARVEST SERIES	4354519	June 24, 2014
47. INTREPID	3372608	January 22, 2008
48. LUX	3989982	July 5, 2011
49. OMNI HUNTER	4066037	December 6, 2011
50. PARLITE	3990122	July 5, 2011
51. PARLITE ELITE	5082823	November 15, 2016
52. PARLITE TROPHY KIT	5114153	January 3, 2017
53. PARADIGM	3764281	March 23, 2010
54. PATHFINDER	1285000	July 10, 1984
55. PRINCE	1275862	May 1, 1984
56. QUICKFIRE	3773407	April 6, 2010
57. REAPER	4447814	December 10, 2013
58. REDPOINT	3990109	July 5, 2011
59. RIVAL	5646226	January 8, 2019
60. SAFESPIN	4062476	November 29, 2011
61. SELECTOR	5095569	December 6, 2016
62. SELKIRK	4838411	October 20, 2015
63. SENTRY	4451221	December 17, 2013
64. SHIFT MECHANISM	3825710	July 27, 2010

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
66. SOLITAIRE	4066003	December 6, 2011
67. SPECIAL	1385001	July 10, 1984
68. SPITFIRE	4566435	July 15, 2014
69. SPLIZZORS	4564190	July 8, 2014
70. STOCKMAN	1275858	May 1, 1984
71. THE 55	3301861	October 2, 2007
72. THE NIGHTHAWK	1944585	December 26, 1995
73. THUG	4451105	December 17, 2013
74. TRIGGER	5152936	February 28, 2017
75. VANGUARD	4095467	February 7, 2012
76. VANTAGE	3990121	July 5, 2011
77. WOODSMAN	1313181	January 8, 1985

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BOS	5960313	January 14, 2020

Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filed Date</u>
Hexham	88855045	March 31, 2020
Budgie	88779748	January 30, 2020