

03-20-2002



Docket No.:  
39812/29462

Tab settings

To the Honorable Commissioner of Pat.

102023788

attached original documents or copy thereof.

1. Name of conveying party(ies):

Wright & McGill Co.

3-6-02

- Individual(s)
- General Partnership
- Corporation-State Colorado
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 01/16/2002

2. Name and address of receiving party(ies):

Name: Jadico, Inc.

Internal Address:

Street Address: 580 West Highway 54

City: Camdenton State: MO ZIP: 65020

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Missouri
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached Exhibit D

B. Trademark Registration No.(s)

See attached Exhibit D

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gregory E. Upchurch

Internal Address: Thompson Coburn LLP

Street Address: One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:.....

25

7. Total fee (37 CFR 3.41):.....\$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

MAR - 6 2002

03/19/2002 6TDM11 0000097 200823 2446958

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 600.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory E. Upchurch

Name of Person Signing

*Gregory E. Upchurch*  
Signature

Feb. 25, 2002

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK

**Exhibit D****UNITED STATES TRADEMARKS****Registered**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Flexeagle	2446958	April 24, 2001
Granger	2036741	February 11, 1997
Powerlight	2030558	January 14, 1997
Kahle	1996668	August 27, 1996
Featherlite	1990176	July 30, 1996
Design Only	1900783	June 20, 1995
Design Only	1894190	May 16, 1995
Design Only	1894189	May 16, 1995
Eagle Claw	1888632	April 11, 1995
Eagle Claw	1888631	April 11, 1995
Diamond Point	1588033	March 20, 1990
Lazer Sharp	1454466	August 25, 1987
They Hook and Hold	1208617	September 14, 1982
Accu-Troll	1185569	January 12, 1982
Eagle Claw	1121926	July 10, 1979
Laker	0999055	November 26, 1974
Trailmaster	0788104	April 13, 1965
Two-Way	0713828	April 11, 1961
Design Only	0568797	January 6, 1953
"Sweetheart"	0564185	September 16, 1952
Eagle Claw Hooks	0557985	April 22, 1952
Claw Hooks	0547255	August 28, 1951
Eagle Claw Hooks	0505204	December 28, 1948
Design Only	0440655	September 14, 1948

**Pending**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
Design Only	76/155533	10/29/2000

## SECURITY AGREEMENT

THIS AGREEMENT, dated as of January 16, 2002, is made by and among Wright & McGill Co., a Colorado corporation ("WMC"), Laker Co., a Colorado corporation ("Laker"), and Eagle Claw Fishing Tackle Co., a Colorado corporation ("Eagle Claw") (Eagle Claw with WMC and Laker are sometimes collectively referred to herein as "Debtor"), and Jadico, Inc., a Missouri corporation (the "Secured Party").

### RECITALS

A. Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 16, 2002, by and between WMC, Laker, the Secured Party, Randolph Dickerson, Jack Dickerson and Robert Dickerson (Laker and WMC are sometimes collectively referred to herein as "Purchasers"), the Purchasers are delivering those certain Promissory Notes, dated as of the date hereof, in the amounts of \$500,000 and \$4,400,000, respectively (as the same may from time to time be amended, modified, extended, renewed or restated, the "Notes"). Eagle Claw is a wholly owned subsidiary of WMC.

B. As a condition to entering into the Purchase Agreement and accepting the Notes as a form of partial payment of the purchase price thereunder, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT BY THE SECURED PARTY AND WELLS FARGO CREDIT, INC., AND WELLS FARGO BANK, N.A., DATED AS OF JANUARY 16, 2002.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchase Agreement and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used herein defined in the recitals hereto that are not otherwise defined herein shall have the meanings given them in the recitals and the Purchase Agreement. All terms defined in the UCC and not otherwise defined herein have the meanings assigned to them in the UCC. In addition, the following terms have the meanings set forth below or in the referenced Section of this Agreement:

(a) "Accounts" means all of the Debtor's accounts, as such term is defined in the UCC, including each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise arises under any contract or agreement, whether such right to payment is created, generated or earned by the Debtor or by some other person who subsequently transfers such person's interest to the Debtor, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all Liens) which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such

payment or against any property of such account debtor or other obligor; all including but not limited to all present and future accounts, contract rights, loans and obligations receivable, chattel papers, bonds, notes and other debt instruments, tax refunds and rights to payment in the nature of general intangibles.

(b) "Collateral" means all of the Debtor's Accounts, chattel paper, deposit accounts, documents, Equipment, General Intangibles, goods, instruments, Inventory, Investment Property, letter-of-credit rights, letters of credit, all sums on deposit in any Collateral Account, and any items in any Lockbox; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (v) any money, or other assets of the Purchasers that now or hereafter come into the possession, custody, or control of the Lender; and (vi) proceeds of any and all of the foregoing.

(c) "Equipment" means all of the Debtor's equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies, and including specifically the goods described in any equipment schedule or list herewith or hereafter furnished to the Lender by the Debtor.

(d) "Event of Default" has the meaning given in Section 6.

(e) "General Intangibles" means all of the Debtor's general intangibles, as such term is defined in the UCC, whether now owned or hereafter acquired, including all present and future Intellectual Property Rights, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, the right to use the Debtor's name, and the goodwill of the Debtor's business.

(f) "Intellectual Property Rights" means all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works, including, without limitation, those patents and trademarks of Debtor as identified on Exhibits C and D, attached hereto and incorporated herein, respectively.

(g) "Inventory" means all of the Debtor's inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located.

(h) "Investment Property" means all of the Debtor's investment property, as such term is defined in the UCC, whether now owned or hereafter acquired,

including but not limited to all securities, security entitlements, securities accounts, commodity contracts, commodity accounts, stocks, bonds, mutual fund shares, money market shares and U.S. Government securities.

(i) "Lien" means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a person, whether now owned or hereafter acquired and whether arising by agreement or operation of law.

(j) "Obligations" means all obligations and amounts owed to Secured Party under the Notes.

(k) "Permitted Liens" means (i) the Security Interest, (ii) covenants, restrictions, rights, easements and minor irregularities in title which do not materially interfere with the Debtor's business or operations as presently conducted, (iii) Liens for the benefit of Wells Fargo and any successor to Wells Fargo as Buyer's Primary Lender (as defined in the Purchase Agreement), and (iv) Liens in existence on the date hereof and described on Exhibit B hereto.

(l) "Security Interest" has the meaning given in Section 2.

(m) "UCC" means Uniform Commercial Code as in effect from time to time (including after July 1, 2001) in the State of Colorado.

2. Security Interest. The Debtor hereby grants the Secured Party a security interest (the "Security Interest") in the Collateral to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) **Title.** The Debtor (i) has absolute title to each item of Collateral in existence on the date hereof, free and clear of all Liens except the Permitted Liens, (ii) will have, at the time the Debtor acquires any rights in Collateral hereafter arising, absolute title to each such item of Collateral free and clear of all Liens except Permitted Liens, (iii) will keep all Collateral free and clear of all Liens except Permitted Liens, and (iv) will defend the Collateral against all claims or demands of all persons other than the Secured Party. The Debtor will not sell or otherwise dispose of the Collateral or any interest therein, outside the ordinary course of business, without the prior written consent of the Secured Party.

(b) **Chief Executive Office; Identification Number.** The Debtor's chief executive office and principal place of business is located at the address set forth under its signature below. The Debtor's federal employer identification number is correctly set forth under its signature below.

(c) **Location of Collateral.** As of the date hereof, the tangible Collateral is located only in the states and at the address, as identified on Exhibit A attached

hereto, and Debtor will not change the location of any tangible collateral from the location identified on Exhibit A without prior written notice to the Secured Party except in the ordinary course of business.

(d) **Changes in Name, Constituent Documents, Location.** The Debtor will not change its name, articles of incorporation or bylaws, or jurisdiction of organization, without the prior written consent of the Secured Party. The Debtor will not change its business address, without prior written notice to the Secured Party.

(e) **Fixtures.** The Debtor will not knowingly permit any tangible Collateral to become part of or to be affixed to any real property without Secured Party's consent.

(f) **Rights to Payment.** Each right to payment and each instrument, document, chattel paper and other agreement constituting or evidencing Collateral is (or will be when arising, issued or assigned to the Secured Party) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business or under the Purchase Agreement or any other document relating to the transactions which are the subject of the Purchase Agreement), of the account debtor or other obligor named therein or in the Debtor's records pertaining thereto as being obligated to pay such obligation. The Debtor will neither agree to any material modification or amendment nor agree to any forbearance, release or cancellation of any such obligation, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

(g) **Commercial Tort Claims.** Promptly upon knowledge thereof, the Debtor will deliver to the Secured Party notice of any commercial tort claims it may bring against any person, including the name and address of each defendant, a summary of the facts, an estimate of the Debtor's damages, copies of any complaint or demand letter submitted by the Debtor, and such other information as the Lender may reasonably request. Upon request by the Secured Party, the Debtor will grant the Secured Party a security interest in all commercial tort claims it may have against any person.

(h) **Miscellaneous Covenants.** The Debtor will:

(i) keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof;

(ii) promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest;

(iii) at all reasonable times, permit the Secured Party or its representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy the Debtor's books and records pertaining to

the Collateral and its business and financial condition and to send and discuss with account debtors and other obligors requests for verifications of amounts owed to the Debtor;

(iv) keep accurate and complete records pertaining to the Collateral and pertaining to the Debtor's business and financial condition and submit to the Secured Party such periodic reports concerning the Collateral and the Debtor's business and financial condition as the Secured Party may from time to time reasonably request;

(v) promptly notify the Secured Party of any loss of or material damage to any Collateral or of any adverse change, known to the Debtor, in the prospect of payment of any sums due on or under any instrument, chattel paper, or account constituting Collateral;

(vi) if the Secured Party at any time so requests (after the occurrence of an Event of Default), promptly deliver to the Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by the Debtor;

(vii) at all times keep all tangible Collateral insured against risks of fire (including so-called extended coverage), theft, collision (in case of Collateral consisting of motor vehicles) and such other risks and in such amounts as the Secured Party may reasonably request, with any such policies containing a lender loss payable endorsement acceptable to the Secured Party;

(viii) from time to time execute such financing statements or continuation statements or amendments thereto as the Secured Party may reasonably require in order to perfect the Security Interest;

(ix) pay when due or reimburse the Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by the Secured Party in connection with the creation, perfection, satisfaction, protection, defense or enforcement of the Security Interest or the creation, continuance, protection, defense or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation or bankruptcy or insolvency proceedings;

(x) execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which the Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and the Secured Party's rights under this Agreement; and

(xi) not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.

(i) **Secured Party's Right to Take Action.** The Debtor authorizes the Secured Party to file from time to time where permitted by law, such financing statements against collateral described as "all personal property" as the Secured Party deems necessary or useful to perfect the Security Interest. The Debtor will not amend any financing statements in favor of the Secured Party except as permitted by law. Further, if the Debtor at any time fails to perform or observe any agreement contained in Section 3(h), and if such failure continues for a period of thirty (30) days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in clauses (vii) and (viii) of Section 3(h), immediately upon the occurrence of such failure, without notice or lapse of time), the Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs or transportation); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall thereupon pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by the Secured Party of such agreements of the Debtor, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3 and Section 4.

4. **Rights of Secured Party.** At any time and from time to time after an Event of Default, the Secured Party may take any or all of the following actions:

(a) **Collateral Account.** The Secured Party may establish a collateral account for the deposit of checks, drafts and cash payments made by the Debtor's account debtors. If a collateral account is so established, the Debtor shall promptly deliver to the Secured Party, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to the Secured Party in the form received (except for the Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by the Debtor shall be held in trust by the Debtor for and as the property of the Secured Party and shall not be commingled with any funds or property of the Debtor. All deposits in said collateral



account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation. Unless otherwise agreed in writing, the Debtor shall have no right to withdraw amounts on deposit in any collateral account.

(b) **Lockbox.** The Secured Party may, by notice to the Debtor, require the Debtor to direct each of its account debtors to make payment directly to a special lockbox to be under the control of the Secured Party. The Debtor hereby authorizes and directs the Secured Party to deposit all checks, drafts and cash payments received in said lockbox into the collateral account established as set forth above.

(c) **Direct Collection.** The Secured Party may notify any account debtor, or any other person obligated to pay any amount due, that such chattel paper, Account, or other right to payment has been assigned or transferred to the Secured Party for security and shall be paid directly to the Secured Party. At any time after the Secured Party or the Debtor gives such notice to an account debtor or other obligor, the Secured Party may (but need not), in its own name or in the Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, Account, or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

5. **Assignment of Insurance.** The Debtor hereby assigns to the Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of the Debtor under or with respect to, any and all policies of insurance covering the Collateral, and the Debtor hereby directs the issuer of any such policy to pay any such moneys directly to the Secured Party. After the occurrence of an Event of Default, the Secured Party may (but need not), in its own name or in the Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

6. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (i) an Event of Default shall occur under the Notes; or (ii) the Debtor shall fail to pay any or all of the Obligations when due or (if payable on demand) on demand; or (iii) the Debtor shall fail to observe or perform any covenant or agreement herein binding on it.

7. **Remedies upon Event of Default.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may exercise any one or more of the following rights and remedies: (i) declare all unmatured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand; (ii) exercise and enforce any or all rights and remedies available upon default to a secured party under the UCC, including but not limited to the right to take possession of any Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which the Debtor

hereby expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral, and in connection therewith, the Secured Party may require the Debtor to make the Collateral available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, and if notice to the Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Section 9) at least ten (10) days prior to the date of intended disposition or other action; (iii) exercise or enforce any or all other rights or remedies available to the Secured Party by law or agreement against the Collateral, against the Debtor or against any other person or property. The Secured Party is hereby granted a nonexclusive, worldwide and royalty-free license to use or otherwise exploit all Intellectual Property Rights owned by or licensed to the Debtor that the Secured Party deems necessary or appropriate to the disposition of any Collateral.

8. Other Personal Property. Unless at the time the Secured Party takes possession of any tangible Collateral, or within seven days thereafter, the Debtor gives written notice to the Secured Party of the existence of any goods, papers or other property of the Debtor, not affixed to or constituting a part of such Collateral, but which are located or found upon or within such Collateral, describing such property, the Secured Party shall not be responsible or liable to the Debtor for any action taken or omitted by or on behalf of the Secured Party with respect to such property.

9. Notices; Requests for Accounting. All notices and other communications hereunder shall be in writing and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, (c) sent by overnight courier of national reputation, and in each case addressed to the party to whom notice is being given at its address as set forth below its signature or, as to each party, at such other address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (i) the date received if personally delivered, (ii) three business days after being deposited in the mail if delivered by mail, or (iii) the next business day if sent by overnight courier. All requests under Section 9-210 of the UCC (i) shall be made in a writing signed by an authorized person, (ii) shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight courier of national reputation (iii) shall be deemed to be sent when received by the Secured Party and (iv) shall otherwise comply with the requirements of Section 9-210. The Debtor requests that the Secured Party respond to all such requests which on their face appear to come from an authorized individual and releases the Secured Party from any liability for so responding. The Debtor shall pay Secured Party the maximum amount allowed by law for responding to such requests.

10. Miscellaneous. This Agreement has been duly and validly authorized by all necessary corporate action. This Agreement does not contemplate a sale of accounts, or chattel paper. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party, and, in the case of amendment or modification, in a writing signed by the Debtor. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude

the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if the Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and the Secured Party need not otherwise preserve, protect, insure or care for any Collateral. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Colorado. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

11. Subordination. This Agreement and all of Secured Party's rights under this Agreement are subject to the terms of the Subordination Agreement with Wells Fargo and any successor to Wells Fargo.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date and year first above written.

JADICO, INC.,  
a Missouri corporation

WRIGHT & MCGILL CO.,  
a Colorado corporation

By Randolph Dickerson  
Randolph Dickerson, President

By J. C. McGill  
Title Chairman

Address:

Address:

1404 Robyn Court  
Osage Beach, MO 65065

4245 East 46<sup>th</sup> Avenue  
Denver, CO 80216

Attention: Randolph Dickerson, President

Attention: President

Employer Identification No.: 43-1041899

Employer Identification No.: 84-0357930

LAKER CO.,  
a Colorado corporation

EAGLE CLAW FISHING TACKLE CO.,  
a Colorado corporation

By J. C. McGill  
Title Chairman

By J. C. McGill  
Title Chairman

Address:

Address:

4245 East 46<sup>th</sup> Avenue  
Denver, CO 80216

4245 East 46<sup>th</sup> Avenue  
Denver, CO 80216

Attention: President

Attention: President

Employer Identification No.: \_\_\_\_\_

Employer Identification No.: 84-1613283

STATE OF COLORADO                    )  
  )  
CITY AND COUNTY OF DENVER        )        ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2002, by Randolph Dickerson, as President of Jadico, Inc., a Missouri corporation.

Witness my hand and official seal.

My commission expires: January 7, 2003

K Anderson  
Notary Public

STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2002, by LC McGill, as Chairman of Wright & McGill Co., a Colorado corporation.

Witness my hand and official seal.

My commission expires: January 7, 2003

K Anderson  
Notary Public

STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2002, by LC McGill, as Chairman of Laker Co., a Colorado corporation.

Witness my hand and official seal.

My commission expires: January 7, 2003

K Anderson  
Notary Public

STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2002, by LC McGill, as Chairman of Eagle Claw Fishing Tackle Co., a Colorado corporation.

Witness my hand and official seal.

My commission expires: January 7, 2003

K Anderson  
Notary Public

EXHIBIT A

LOCATION OF COLLATERAL

4245 East 46<sup>th</sup> Avenue  
Denver, CO 80216

1400 Yosemite Street  
Aurora, CO 80220

580 West Highway 54  
Camdenton, MO 65020

Corte SA  
Calle Primera, Ferro Carrilo N-M  
Agua Prieta, Mexico

**EXHIBIT B**  
**PERMITTED LIENS**

Wells Fargo Credit, Inc.

Wells Fargo Bank, N.A.

Colorado National Leasing – Equipment Lease

Lewan & Associates – Equipment Lease

Gordon Sign – Equipment Lease



Exhibit C

UNITED STATES ISSUED PATENTS

<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Method for producing combination fish hook and weed guard device	6,253,485	July 3, 2001
Fish hook and weed guard device	6,032,402	March 7, 2000
Multiple barb fish hook	5,214,875	June 1, 1993

Exhibit D

UNITED STATES TRADEMARKS

Registered

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Flexeagle	2446958	April 24, 2001
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Kahle	1996668	August 27, 1996
Featherlite	1990176	July 30, 1996
Design Only	1900783	June 20, 1995
Design Only	1894190	May 16, 1995
Design Only	1894189	May 16, 1995
Eagle Claw	1888632	April 11, 1995
Eagle Claw	1888631	April 11, 1995
Diamond Point	1588033	March 20, 1990
Lazer Sharp	1454466	August 25, 1987
They Hook and Hold	1208617	September 14, 1982
Accu-Troll	1185569	January 12, 1982
Eagle Claw	1121926	July 10, 1979
Laker	0999055	November 26, 1974
Trailmaster	0788104	April 13, 1965
Two-Way	0713828	April 11, 1961
Design Only	0568797	January 6, 1953
"Sweetheart"	0564185	September 16, 1952
Eagle Claw Hooks	0557985	April 22, 1952
Claw Hooks	0547255	August 28, 1951
Eagle Claw Hooks	0505204	December 28, 1948
Design Only	0440655	September 14, 1948

Pending

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Design Only	76/155533	10/29/2000