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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merle F. (Buck) Gardner		03/31/2006	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

Name:	Paragon National Bank	
Street Address:	6300 Poplar Avenue	
Internal Address:	Suite 117	
City:	Memphis	
State/Country:	TENNESSEE	
Postal Code:	38119	
Entity Type:	National Association: UNITED STATES	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3042902	SPECK WRECKER
Registration Number:	3016340	MALLARD MAGIC
Serial Number:	78702409	SPIT TECH
Serial Number:	78584173	LOW CARB
Serial Number:	78543036	MALLARD MILITIA
Registration Number:	2998275	FOWL PLAY
Serial Number:	78330264	IF YOU WANT TO SPEAK FOWL LANGUAGE, DO IT WITH A FOWL MOUTH
Serial Number:	78258552	POLYWOOD
Registration Number:	2857986	CANADA HAMMER
Registration Number:	2936865	FOWLMOUTH
Registration Number:	2853049	CANADA HAMMER
Registration Number:	2815640	SCENT ZAPPER
Registration Number:	2765502	BUCK BRUSH TRADEMARK

TRADEMARK

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CORRESPONDENCE DATA

Fax Number: (615)742-0410

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 615-742-7760

Email: trademarks@bassberry.com

Correspondent Name: Robert L. Brewer
Address Line 1: 315 Deaderick Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	113303-160	
NAME OF SUBMITTER:	Robert L. Brewer	
Signature:	/Robert L. Brewer/	
Date:	05/22/2006	

Total Attachments: 2

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of March 31, 2006, is between PARAGON NATIONAL BANK ("Bank") and Merle F. ("Buck") Gardner ("Grantor").

#### **RECITALS**

- A. Bank will make Loans ("Loans") to Grantor or Grantor's company, Buck Gardner Calls, LLC ("Borrower") as defined in the Loan Agreement (the "Loan Agreement") dated April 7, 2005, between Bank and Borrower, but only if Grantor grants Bank a security interest in his Copyrights and Trademarks.
- B. Grantor has granted Bank a security interest in all of his right, title and interest, presently existing or later acquired to all of Grantor's Collateral, pursuant to a Security Agreement of even date herewith ("Grantor's Security Agreement"). Grantor has guaranteed the Loans.
  - C. Terms not otherwise defined herein shall be as defined in the Loan Agreement.

#### AGREEMENT

Grantor grants Bank a security interest in all of his right, title and interest in his presently existing and later acquired Intellectual Property. "Intellectual Property" shall mean: (a) Copyrights and Trademarks (as defined below), including amendments, renewals, extensions, and all licenses, or other rights to use and all license fees and royalties from the use; (b) all design rights which may be available to Grantor now or later created, acquired or held; (c) any claims for damages (past, present or future) for infringement of any of the rights above; with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and (d) all proceeds and products of the foregoing, including all insurance, indemnity or warranty payments. "Copyrights" shall mean all copyright rights, applications or registrations and like protections in each work of authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created acquired or held by Grantor. "Trademarks" shall mean all trademarks, trade names, service marks, logos, and other source of business identifiers and designs owned by the Grantor, now existing anywhere in the world or hereafter adopted or acquired, and all goodwill of the business connected with the use of, and symbolized by, the foregoing, together with all registrations and recordings thereof and all applications filed in connection therewith in any office or agent of the United States of America (including the United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Exhibit A attached hereto.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement and Grantor's Security Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and Grantor's Security Agreement, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, or the Loan Agreement on Grantor's Security Agreement, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:	GRANTOR:
PARAGON NATIONAL BANK	MERLE F. ("BUCK") GARDNER
(Signature)	Male F. Buck Londoner (Signature)
(Signature)	Dunar
(Title)	(Title)

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## EXHIBIT A

## TRADEMARKS

## Registered Trademarks and Federal Trademark Applications

Serial No.	Registration No. (if applicable)	Mark	Filing/Registration Date
78543049	3042902	Speck Wrecker	R-January 10, 2006
78423715	3016340	Mallard Magic	R-November 15, 2005
78702409		Spit Tech	F-August 29, 2005
78584173		Low Carb	F-March 10, 2005
78543036		Mallard Militia	F-January 6, 2005
78467298	2998275	Fowl Play	R-September 20, 2005
78330264		If You Want to Speak Fowl Language, Do It With A Fowl Mouth	F-November 19, 2003
78258552		Polywood	F-June 5, 2003
78242813	2857986	Canada Hammer	R-June 29, 2004
78217690	2936865	Fowlmouth	R-March 29, 2005
76518718	2853049	Canada Hammer	R-June 15, 2004
76459931	2815640	Scent Zapper	R-February 17, 2004
76435154	2765502	Buck Brush	R-September 16, 2003

Common Law Trademarks

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**RECORDED: 05/22/2006** 

**TRADEMARK** 

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