

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Plano Molding, LLC		02/26/2007	LIMITED LIABILITY COMPANY: DELAWARE
Plano Molding Company		02/26/2007	CORPORATION: ILLINOIS
HHS IP, LLC		02/26/2007	LIMITED LIABILITY COMPANY: ILLINOIS
HHS II, LLC		02/26/2007	LIMITED LIABILITY COMPANY: ILLINOIS
PSV II, LLC		02/26/2007	LIMITED LIABILITY COMPANY: ILLINOIS
PJL, LLC		02/26/2007	LIMITED LIABILITY COMPANY: ILLINOIS
Plano International, Inc.		02/26/2007	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	249 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	3080992	AMERICA'S FAVORITE TACKLEBOXES
Registration Number:	0898673	PLANO
Registration Number:	1797859	JAMMERS
Registration Number:	2088166	AIRGLIDE
Registration Number:	1815041	TACKLELOGIC
Registration Number:	2426630	MAGNUM

CH \$690.00 3080992

Registration Number:	2241598	DURASHELF
Registration Number:	2652289	HUNTERLOGIC
Registration Number:	2529141	GUNSLINGER
Registration Number:	2796183	PROLATCH
Registration Number:	2878451	TA DA!
Registration Number:	3011953	GARAGE LOGIC
Registration Number:	2880393	ELEPHANT RACK
Registration Number:	2825167	PROMAX
Registration Number:	2834488	PROMAX
Registration Number:	2823365	BOWMAX
Registration Number:	2823366	BOWMAX
Registration Number:	2811955	PILLARLOCK
Registration Number:	2861647	CASUAL SPACE
Registration Number:	3070063	STOWAWAY
Registration Number:	2990516	DIABOLIK
Serial Number:	78820513	PROTECTOR SERIES
Serial Number:	78820563	PROTECTOR SERIES
Registration Number:	1480807	CABOODLES
Registration Number:	1483451	CABOODLES OF CALIFORNIA
Registration Number:	1480806	CABOODLES OF CALIFORNIA
Registration Number:	2670941	C

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: vicki.cremonese@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301590
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	02/28/2007

**Total Attachments: 25**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of February 26, 2007, is entered into by and among **PLANO MOLDING, LLC**, a Delaware limited liability company, **PLANO MOLDING COMPANY**, an Illinois corporation (the "Borrower"), **HHS IP, LLC**, an Illinois limited liability company, **HHS II, LLC**, an Illinois limited liability company, **PSV II, LLC**, an Illinois limited liability company and **PJL, LLC**, an Illinois limited liability company, Plano International, Inc., an Illinois corporation (each a "Pledgor" and together with the Borrower, the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, the Guarantors (as defined in the Credit Agreement), the Lenders and the Administrative Agent as lenders (all as defined in the Credit Agreement), Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other 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 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 Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "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 trade names, patent applications, patents, trademark applications, trademarks and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any Lender or Affiliate of a Lender which provides a Qualifying Required Interest Rate Hedge ("IRH Provider") under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any of IRH Provider, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders, or any IRH Provider, arising out of any Interest Rate Hedge provided by the Administrative Agent, such Lenders or such IRH Provider pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances (except for Liens in favor of the Second Lien Term Loan Agent securing the obligations under the Second Lien Term Loan Documents, provided that such Liens are subordinated by, and subject to the provisions of, the Intercreditor Agreement), including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate or limited liability company power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing fifteen (15) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing fifteen (15) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, limited partnership or limited liability company and, except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor, in accordance with Section 8.2.6 of the Credit Agreement, or (ii) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Administrative Agent and the Lenders, or any of the them, 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 Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and Administrative Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such

Pledgor's obligations under this Agreement, without Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Administrative Agent prompt notice thereof in writing. Each Pledgor and Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. 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, 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, 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, in Pittsburgh, Pennsylvania or elsewhere, 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 fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt 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, 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 such Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent, as 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 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 Administrative 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.

9. At such time as Pledgors shall have indefeasibly paid in full all of the Debt (other than indemnity obligations, under this Agreement or any other Loan Document, that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and Administrative Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgors' full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto. Upon such termination, Administrative Agent will execute and deliver to the Pledgors a proper instrument or instruments (including UCC termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the Pledgors such of the Collateral as may be in the possession of Administrative Agent or any Lender and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by 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 within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, 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. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Administrative Agent, which shall not be unreasonably withheld.



12. Each Pledgor shall have the right, with the consent of Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Administrative Agent, if necessary, as a party to such suit so long as 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. Each Pledgor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of 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.

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

15. 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. 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 its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process

Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 19. The Process Agent is the Borrower, with an office on the date hereof at 431 East South Street, Plano, Illinois 60545, United States. Each Pledgor shall produce to the Administrative Agent evidence of the acceptance by Process Agent of such appointment.

20. 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 Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. 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 11.6 [Notices] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

**THE RIGHTS OF ADMINISTRATIVE AGENT ARE SUPERIOR TO THE RIGHTS OF LINCOLNSHIRE ASSOCIATES II, LTD. (THE "SUBORDINATE LENDER") PURSUANT TO THE INTERCREDITOR AGREEMENT AMONG**

**BORROWER, ADMINISTRATIVE AGENT AND SUBORDINATE LENDER (THE "INTERCREDITOR AGREEMENT"), AND ADMINISTRATIVE AGENT, BORROWER AND SUBORDINATE LENDER ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT, ALL AS MORE FULLY SET FORTH THEREIN.**

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

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.

ATTEST:

PLANO MOLDING COMPANY, an Illinois corporation

\_\_\_\_\_  
Name:  
Title:

By: Peter H. Henning (SEAL)  
Name: Peter H. Henning  
Title: President

ATTEST:

PLANO MOLDING, LLC, a Delaware limited liability company

\_\_\_\_\_  
Name:  
Title:

By: Tinicum Lantern II, L.L.C., a Delaware limited liability company, Manager

By: \_\_\_\_\_ (SEAL)  
Name: William M. Shockley  
Title: Member

ATTEST:

PLANO INTERNATIONAL, INC., an Illinois corporation

\_\_\_\_\_  
Name:  
Title:

By: Peter H. Henning (SEAL)  
Name: Peter H. Henning  
Title: President

ATTEST:

HHS II, LLC, an Illinois limited liability company

\_\_\_\_\_  
Name:  
Title:

By: PHH, LLC, an Illinois limited liability company, Manager

By: Peter H. Henning (SEAL)  
Name: Peter H. Henning  
Title: Manager

ATTEST:

HHS IP, LLC, an Illinois limited liability company

\_\_\_\_\_  
Name:  
Title:

By: PHH, LLC, an Illinois limited liability company, Manager

By: Peter H. Henning (SEAL)  
Name: Peter H. Henning  
Title: Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

ATTEST:

PJLL, LLC, an Illinois limited liability company

\_\_\_\_\_  
Name:

By: PHH, LLC, an Illinois limited liability  
company, Manager

Title:

By: Peter H. Henning (SEAL)

Name: Peter H. Henning

Title: Manager

ATTEST:

PSV II, LLC, an Illinois limited liability company

\_\_\_\_\_  
Name:

By: PHH, LLC, an Illinois limited liability  
company, Manager

Title:

By: Peter H. Henning (SEAL)

Name: Peter H. Henning

Title: Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

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.

ATTEST: PLANO MOLDING COMPANY, an Illinois  
corporation

\_\_\_\_\_  
Name: By: \_\_\_\_\_ (SEAL)  
Title: Name: Peter H. Henning  
Title: President

ATTEST: PLANO MOLDING, LLC, a Delaware limited  
liability company

\_\_\_\_\_  
Name: By: Tincum Lantern II, L.L.C., a Delaware  
Title: limited liability company, Manager  
By: \_\_\_\_\_ (SEAL)  
Name: William M. Shockley  
Title: Member

ATTEST: PLANO INTERNATIONAL, INC., an Illinois  
corporation

\_\_\_\_\_  
Name: By: \_\_\_\_\_ (SEAL)  
Title: Name: Peter H. Henning  
Title: President

ATTEST: HHS II, LLC, an Illinois limited liability company

\_\_\_\_\_  
Name: By: PHH, LLC, an Illinois limited liability  
Title: company, Manager  
By: \_\_\_\_\_ (SEAL)  
Name: Peter H. Henning  
Title: Manager

ATTEST: HHS IP, LLC, an Illinois limited liability company

\_\_\_\_\_  
Name: By: PHH, LLC, an Illinois limited liability  
Title: company, Manager  
By: \_\_\_\_\_ (SEAL)  
Name: Peter H. Henning  
Title: Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: *James Stevenson*  
Name: James Stevenson  
Title: Vice President

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

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADENAMES AND COPYRIGHTS**

*(Plano Molding, LLC)*

1. Registered Patents and Patent Applications

None.

2. U.S. Registered Trademarks

None.

3. Trade Names.

None.

4. Registered Copyrights.

None.

PLANO MOLDING, LLC  
10/1/11



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

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADENAMES AND COPYRIGHTS**

*(Plano Molding Company)*

1. Registered Patents and Patent Applications

Patent/ Pub. No.	Appl. No.	Title	Assigned to	Expiration Date
5,678,686	08/596,074	Gun Case	Plano Molding Company	02/06/16
5,632,113	08/399,928	Fishing Bait and Tackle Organizer	Plano Molding Company	05/27/14
6,662,944	09/993,581	Firearm Carrying Case	Plano Molding Company Assigned to Kolpin Powersports, Inc. on 2/20/2004; Assigned to Kolpin Outdoors, Inc. on 03/17/2005	12/09/2021
6,129,210	09/498,331	Utility Box Wrap	Plano Molding Company	02/04/2020
D456,133	29/131,494	Archer's Case	Plano Molding Company	04/30/2016
6,390,294	09/694,187	Case for Archery Equipment	Plano Molding Company	10/23/2020
6,571,946	10/120,914	Case For Archery Equipment	Plano Molding Company (although assignment not recorded with USPTO)	10/23/2020
6,796,443	10/282,594	Carousel	Plano Molding Company	10/29/2022
D483,178	29/173,018	Arrow Case	Plano Molding Company	12/09/2017
6,880,698	10/315,310	Arrow Case	Plano Molding Company	05/08/2021
7,104,402	10/414,055	Case for Sporting Equipment	Plano Molding Company	04/17/2024
D506,062	29/179,809	Bow Case	Plano Molding Company	06/14/2019

Patent/ Pub. No.	Appln. No.	Title	Assigned to	Expiration Date
D520,734	29/203,306	Case	Plano Molding Company	05/16/2020
7,121,407	10/657,882	Utility Case	Plano Molding Company	04/25/2024
20060101706 A1	10/992,493	Storage Case	Plano Molding Company and Elastecnica, S H.	Published
D527,181	29/223,404	Framed Container	Plano Molding Company	08/29/2020
20060175213 A1	11/278,573	Utility Case	Plano Molding Company	Published
	29/246,370	Storage Case		Pending
D528,796	29/203,324	Case Storage and Transport Rack	Plano Molding Company	09/06/2020
	60/822,878 (Provisional Application)	Inverted Cell Honey Comb Structure Shelving		Utility App. must be filed by 8/18/2007
5,823,337	08/607,231	Tackle Box	Plano Molding Company	Abandoned due to non-payment of 8 year maintenance fee. Can be revived prior to 10/20/08 with payment of maintenance fee and petition fee. If all fees paid, will expire 02/20/2016.
5,394,638	08/065,436	Fishing Bait and Tackle Organizer	Amsport assigned to Plano Molding Company on 01/26/1996	3/7/2012

2. U.S. Registered Trademarks

MARK REFERENCE NO.	APPLN. NO. FILING DATE	REGISTRATION No. ISSUE DATE
AMERICA'S FAVORITE TACKLEBOXES 27343.00.0053	78/516,308 11/12/04	3,080,992 04/11/06
PLANO 27343.05.7004	72/349,140 01/21/70	898,673 09/15/70
JAMMERS 27343.06.7001	74/242,333 02/03/92	1,797,859 10/12/93
AIRGLIDE 27343.07.7001	74/731,725 09/21/95	2,088,166 08/12/97
TACKLELOGIC 27343.08.7001	74/383/622 04/22/93	1,815,041 01/04/94
MAGNUM 27343.14.7002	75/843,009 11/08/99	2,426,630 02/06/01
DURASHELF 27343.17.7001	75/429,043 02/05/1998	2,241,598 04/27/99
HUNTERLOGIC 27343.19.7001	75/849,288 11/15/99	2,652,289 11/19/02
GUNSLINGER 27343.20.7001	75/930,121 2/11/00	2,529,141 01/15/02
PROLATCH 27343.25.7001	78/139,986 06/28/02	2,796,183 12/16/03
TADA (and Design) 27343.27.7002	76/472,173 12/03/02	2,878,451 08/31/04
GARAGE LOGIC 27343.30.7001	78/205,827 01/22/03	3,011,953 11/01/05
ELEPHANT RACK 27343.32.7001	78/213,397 02/11/03	2,880,393 08/31/04
PROMAX 27343.33.7001	78/218,865 02/25/03	2,825,167 03/23/04
PROMAX & DESIGN 27343.33.7002	78/218,876 02/25/03	2,834,488 04/20/04
BOWMAX 27343.34.7001	78/225/315 03/13/03	2,823,365 03/16/04
BOWMAX & DESIGN 27343.34.7002	78/225,370 03/13/03	2,823,366 03/16/04
PILLARLOCK 27343.35.7001	78/218/863 02/25/03	2,811,955 02/03/04
CASUAL SPACE 27343.36.7001	78/235,244 04/08/03	2,861,647 07/06/04

MARK REFERENCE NO.	APPLN. NO. FILING DATE	REGISTRATION No. ISSUE DATE
STOWAWAY 27343.37.7001	78/269,885 07/02/03	3,070,063 03/21/06
DIABOLIK 27343.38.7001	78/342,106 12/17/03	2,990,516 08/30/05

3. U.S. Trademark Applications

Mark	Serial No. Registration No.	Filing Date Issue Date	Status
PLANO	78/611,998	04/19/05	Published
PROTECTOR SERIES	78/820,513	02/22/06	Pending Response to Office Action due 2/18/07
PROTECTOR SERIES	78/820,563	02/22/06	Pending Response to Office Action due 2/21/07
PLANO	78/611,998	04/19/05	Allowed Statement of Use/Extension due 4/17/07
C STYLIZED	77/020,713	10/13/06	Pending
C STYLIZED	77/020,746	10/13/06	Pending
C STYLIZED	77/020,768	10/13/06	Pending

4. Trade Names.

None.

5. Registered Copyrights.

None.

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

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADENAMES AND COPYRIGHTS**

*(HHS II, LLC)*

1. Registered Patents and Patent Applications

None.

2. U.S. Registered Trademarks

None.

3. Trade Names.

None.

4. Registered Copyrights.

None.

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

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

*(HHS IP, LLC)*

1. Registered Patents and Patent Applications

None.

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2. U.S. Registered Trademarks

MARK REFERENCE NO.	APPLN. NO. FILING DATE	REGISTRATION No. ISSUE DATE	STATUS
CABOODLES <sup>1</sup> 27343.04.7036	73/669,703 07/01/87	1,480,807 03/15/88	Registered Renewal Due March 15, 2008
CABOODLES OF <sup>2</sup> CALIFORNIA (and Design) 27343.04.7037	73/674,723 07/27/1987	1,483,451 04/05/1988	Registered Renewal Due April 5, 2008
CABOODLES OF <sup>3</sup> CALIFORNIA 27343.04.7038	73/669,540 07/01/1987	1,480,806 03/15/1988	Registered Renewal Due March 15, 2008
STYLIZED C <sup>4</sup> 27343.22.7001	76/081,287 06/30/2000	2,670,941 01/107/03	Registered Affidavit of Use Due January 7, 2009 Renewal Due January 7, 2013

<sup>1</sup> Registrant of record is HHS, Limited Partnership.

<sup>2</sup> Registrant of record is HHS, Limited Partnership.

<sup>3</sup> Registrant of record is HHS, Limited Partnership.

<sup>4</sup> Registrant of record is HHS, Limited Partnership.

3. U.S. Trademark Applications<sup>5</sup>

Mark	Serial No. Registration No.	Filing Date Issue Date	Status
CABOODLES	77/020,796	10/13/06	Pending
CABOODLES	77/020,813	10/13/06	Pending
CABOODLES	77/020,832	10/13/06	Pending

4. Trade Names.

None.

5. Registered Copyrights.

None.

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<sup>5</sup> "Caboodles" related trademark applications are in the name of Caboodles LLC but have been assigned to HHS, Limited Partnership.



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

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADENAMES AND COPYRIGHTS**

*(PJLL, LLC)*

1. Registered Patents and Patent Applications

None.

2. U.S. Registered Trademarks

None.

3. Trade Names.

None.

4. Registered Copyrights.

None.

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

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADENAMES AND COPYRIGHTS**

*(PSV II LLC)*

1. Registered Patents and Patent Applications

None.

2. U.S. Registered Trademarks

None.

3. Trade Names.

None.

4. Registered Copyrights.

None.

**SCHEDULE A  
TO  
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**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADENAMES AND COPYRIGHTS**

*(Plano Molding International, Inc.)*

1. Registered Patents and Patent Applications

None.

2. U.S. Registered Trademarks

None.

3. U.S. Trademark Applications

None.

4. Trade Names.

None.

5. Registered Copyrights.

None.

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

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

None

None

None

4092536  
#4092536-v1

**RECORDED: 02/28/2007**

**TRADEMARK  
REEL: 003489 FRAME: 0806**