

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent, Trademark and Copyright Security Agreement (Adding Additional Collateral)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plano Molding, LLC		08/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
Plano Molding Company		08/17/2007	CORPORATION: ILLINOIS
HHS IP, LLC		08/17/2007	LIMITED LIABILITY COMPANY: ILLINOIS
HHS II, LLC		08/17/2007	LIMITED LIABILITY COMPANY: ILLINOIS
PSV II, LLC		08/17/2007	LIMITED LIABILITY COMPANY: ILLINOIS
PJLL, LLC		08/17/2007	LIMITED LIABILITY COMPANY: ILLINOIS
Plano International, Inc.		08/17/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Lincolnshire Associates II, Ltd.
Street Address:	555 Skokie Boulevard, Suite 555
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2442159	A STRONG CASE FOR QUALITY
Registration Number:	2407856	BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE
Registration Number:	1537489	BOW GUARD
Registration Number:	1779511	CAMERA GUARD
Registration Number:	2718042	CAMPMATE

CH \$415.00 2442159

Registration Number:	2887069	DOSKOSPORT A STRONG CASE FOR QUALITY
Registration Number:	2631988	DRI-LOC
Registration Number:	1962851	FIELD LOCKER
Registration Number:	1891771	GOLF GUARD
Registration Number:	2757268	GUN GUARD
Registration Number:	1026167	GUN GUARD
Registration Number:	2807898	GUN GUARD ATV FIELD CASE
Registration Number:	1838387	SEAL-TIGHT
Registration Number:	2996681	SLOT-LOC
Registration Number:	3034027	TAKE IT WHEREVER YOUR GAME TAKES YOU
Serial Number:	76646745	X2

CORRESPONDENCE DATA

Fax Number: (703)248-0244
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (703) 760-5200
Email: tbergert@williamsmullen.com
Correspondent Name: Thomas F. Bergert
Address Line 1: Williams Mullen, P.C.
Address Line 2: 8270 Greensboro Drive, Suite 700
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	042195.0002
NAME OF SUBMITTER:	Thomas F. Bergert
Signature:	/Thomas F. Bergert/
Date:	08/21/2007

Total Attachments: 30

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**AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Lender (as defined herein) pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder are subject to the provisions of the Intercreditor Agreement among Borrower, PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the First Lien Lenders (as defined in the Intercreditor Agreement), and the Lender. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of August ~~17~~, 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 LINCOLNSHIRE ASSOCIATES II, LTD., a Texas limited partnership (the "Lender").

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") dated as of February 26, 2007 by and among the Pledgors and the Lender, the Lender has agreed to provide a loan to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

WHEREAS, as set forth in the Loan Agreement, the Borrower and the Pledgors entered into a Patent, Trademark and Copyright Security Agreement dated as of February 26, 2007 (the "Original Patent, Trademark and Copyright Security Agreement"), among the Pledgors party thereto and the Lender, and the Pledgors party hereto and the Lender desire to amend and restate the Original Patent, Trademark and Copyright Security Agreement to reflect the Patents, Copyrights and Trademarks (as defined below) acquired by the Borrower pursuant to the Dorskosport Acquisition Agreement (as defined in the Loan Agreement) and to continue the obligations, liabilities and indebtedness of the Pledgors to the Lender.

WHEREAS, this Agreement amends and restates the Original Patent, Trademark and Copyright Security Agreement thereby continuing to secure all of the Debt (as hereinafter defined) under the Loan Agreement and the other Loan Documents, all as otherwise more fully described herein in the manner set forth 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, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan 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 Illinois 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 Lender 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 Lender, now existing or hereafter incurred under the Loan Agreement or the Note 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) any sums advanced by the Lender or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Note, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Lender in connection therewith 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 Lender 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 First Lien Administrative Agent securing the obligations under the First Lien Loan Documents, which are 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;
 - (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 Loan 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 such Pledgor, in accordance with Section 4.2(k) of the Loan 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 Lender may, in its 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 Lender, shall not be a defense to any action the Lender, may elect to take against any Pledgor. The Lender hereby reserve all right against each Pledgor.

5. Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement and not otherwise permitted by the Loan Agreement, without Lender's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Lender'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 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 the Lender prompt notice thereof in writing. Each Pledgor and the Lender 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. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender 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 Lender shall designate by notice to the Pledgors, in Northbrook, Illinois 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 Lender, 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, the Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

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

Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender 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 the Lender 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 Pledgor 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 of claims that would give rise thereto are not then pending), this Agreement shall terminate and the Lender shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto. Upon such termination, the Lender will execute and deliver to Pledgor 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 Pledgor such of the Collateral as may be in the possession of the 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 the Lender 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 Pledgor within fifteen (15) days of demand by the Lender, 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 Loan Agreement.

11. Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, 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, 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 Pledgor. Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Lender, which shall not be unreasonably withheld.

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

13. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan 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 the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan 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 no Pledgor may 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 State of Illinois without regard to its conflicts of law principles.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Illinois State or Federal Court sitting in Chicago, Illinois, 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 Illinois 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 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 Lender 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 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 8.13 [Notices] of the Loan Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender'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 Lender its attorney-in-fact, and (v) to enforce the Lender'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.

24. This Agreement hereby amends and restates the Original Patent, Trademark and Copyright Security Agreement in its entirety and continues all liens and security interests under the Original Patent, Trademark and Copyright Security Agreement as collateral security for the Debt. This Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Original Patent, Trademark and Copyright Security Agreement or under the Loan Agreement or any of the other Loan Documents. The Pledgors and the Lender acknowledge and agree that the

Original Patent, Trademark and Copyright Security Agreement has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under each and all of the Loan Agreement and the other Loan Documents since the date of execution of the Original Patent, Trademark and Copyright Security Agreement, and that this Agreement is entitled to all rights and benefits originally pertaining to the Original Patent, Trademark and Copyright Security Agreement.





[SIGNATURES APPEAR ON FOLLOWING PAGE]

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1488972v3


**[SIGNATURE PAGE TO AMENDED AND RESTATED
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.



<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>PLANO MOLDING COMPANY, an Illinois corporation</p> <p>By:  (SEAL)</p> <p>Name: Peter H. Henning Title: President</p>
<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>PLANO MOLDING, LLC, a Delaware limited liability company</p> <p>By: _____ (SEAL)</p> <p>Name: Rodrigo Cruz Title: Authorized Person</p>
<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>PLANO INTERNATIONAL, INC., an Illinois corporation</p> <p>By:  (SEAL)</p> <p>Name: Peter H. Henning Title: President</p>
<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>HHS II, LLC, an Illinois limited liability company, Manager</p> <p>By: PHH, LLC, an Illinois limited liability company, Manager</p> <p>By:  (SEAL)</p> <p>Name: Peter H. Henning Title: Manager</p>
<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>HHS IP, LLC, an Illinois limited liability company</p> <p>By: PHH, LLC, an Illinois limited liability company, Manager</p> <p>By:  (SEAL)</p> <p>Name: Peter H. Henning Title: Manager</p>

**[SIGNATURE PAGE TO AMENDED AND RESTATED
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: Name: _____ Title: _____	PLANO MOLDING COMPANY, an Illinois corporation By: _____ (SEAL) Name: Peter H. Henning Title: President
ATTEST: Name: _____ Title: _____	PLANO MOLDING, LLC, a Delaware limited liability company By:  (SEAL) Name: Rodrigo Cruz Title: Authorized Person
ATTEST: Name: _____ Title: _____	PLANO INTERNATIONAL, INC., an Illinois corporation By: _____ (SEAL) Name: Peter H. Henning Title: President
ATTEST: Name: _____ Title: _____	HHS II, LLC, an Illinois limited liability company, Manager By: PHH, LLC, an Illinois limited liability company, Manager By: _____ (SEAL) Name: Peter H. Henning Title: Manager
ATTEST: Name: _____ Title: _____	HHS IP, LLC, an Illinois limited liability company By: PHH, LLC, an Illinois limited liability company, Manager By: _____ (SEAL) Name: Peter H. Henning Title: Manager

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

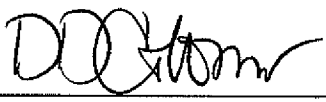
<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>PJL, LLC, an Illinois limited liability company</p> <p>By: PHH, LLC, an Illinois limited liability company, Manager</p> <p>By:  (SEAL)</p> <p>Name: Peter H. Henning Title: Manager</p>
<p>ATTEST:</p> <hr/> <p>Name: Title:</p>	<p>PSV II, LLC, an Illinois limited liability company</p> <p>By: PHH, LLC, an Illinois limited liability company, Manager</p> <p>By:  (SEAL)</p> <p>Name: Peter H. Henning Title: Manager</p>

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

LENDER:

LINCOLNSHIRE ASSOCIATES II, LTD.,
a Texas limited partnership

By: LYSANDER, LLC,
an Illinois limited liability company

By: 

David Colburn
Manager

**SCHEDULE A
TO
AMENDED AND RESTATED
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.	Appln. 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.	Appia. 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 04/229/93	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.

**SUPPLEMENT TO SCHEDULE A
TO
AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

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

(Plano Molding Company – Supplemental)

1. Registered Patents and Patent Applications:

Registered Patents

	TITLE	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE
	Golf Club Transport Case	5/10/02	6,595,356 7/22/03
	Portable Storage Container	2/28/02	6,619,768 9/16/03
	Bow Case	11/4/02	6,920,977 7/26/05
	Gun Case	10/14/92	D347,322 5/31/94
	Golf Bag Case	3/13/93	D349,402 8/9/94
	Storage Case	9/9/93	D353,048 12/6/94
	Bow Case	12/1/93	D358,254 5/16/95
	Rifle Case	10/15/93	D358,255 5/16/95
	Firearm Storage Cabinet	1/13/94	D367,380 2/27/96
	Chuck Box	1/28/02	D465,921 11/26/02
	Bow Case Design	11/4/02	D475,196 6/3/03
	Firearm Case (Hybrid)(Takedown)	10/21/05	D528,790 9/26/06
	Archery Bow Case (Hybrid)	10/21/05	D528,791 9/26/06
	Firearm Case (Hybrid)(Rifle)	10/21/05	D532,971 12/5/06

Patent Applications

	TITLE	SERIAL NO. FILING DATE	STATUS
	Golf Club Transport Case With Removable Jacket	10/857,558 5/27/04	Pending
	Collapsible Transport Case	10/884,451 7/2/04	Pending
	Protective Case (Hybrid)	11/259,517 10/26/05	Pending
	Golf Club Transport Case With Tethered Security Pin	11/428,889 7/6/06	Pending
	Spacer For Golf Club Bag Top Divider	11/428,896 7/6/06	Pending
	Case (Hybrid)	29/241,035 10/21/05	Pending

2. U.S. Registered Trademarks and Trademark Applications:

MARK	COUNTRY	SERIAL NO/ FILING DATE	REG. NO/ REG. DATE	CLASS GOODS/ SERVICES	STATUS	DUE DATES
A STRONG CASE FOR QUALITY	United States	75/814,104 10/04/99	2,442,159 04/10/01	13 – Storage cases for firearms and firearm accessories 28 – Storage cases for sporting equipment, namely, archery and golf equipment	Registered	Renewal due 04/10/11
BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE	United States	75/652,356 03/02/99	2,407,856 11/28/00	28 – Protective storage and travel case for golf bag and its content	Registered	Renewal due on 11/28/10
BOW GUARD	United States	73/740,112 07/15/88	1,537,489 05/02/89	28 – Storage cases for archery equipment	Registered	Renewal due on 05/02/09
CAMERA GUARD	United States	74/125,315 12/20/90	1,779,511 06/29/93	9 – Camera cases designed to protect cameras and accessories for cameras	Registered	Renewal due on 06/29/13
CAMPMATE	United States	76/349,865 12/17/01	2,718,042 05/20/03	20 – Storage units for camping gear in the form of a portable carrying case organizer comprised of shelves, drawers & storage compartments used to carry and store camp stoves, cookware, dishes, utensils, cooking accessories and food items	Registered	Section 8&15 due on 05/20/09 Renewal due on 05/20/13

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	CLASS GOODS/ SERVICES	STATUS	DEE DATES
DOSKOSPORT A STRONG CASE FOR QUALITY & Design	United States	76/393,006 04/08/02	2,887,069 09/21/04	6 – Metal gun safes 13 – Carrying case for firearms, namely, pistol cases, gun cases and firearm accessory cases 20 – non-metallic storage units for sporting goods; storage units for camping gear in the form of a portable carrying case and organizer comprised of shelves, drawers and storage compartments used to carry and store camp stoves, cookware, dishes, utensils, cooking accessories and food items 28 – Storage cases for archery equipment & cases for hunting; protective storage & travel cases for golf bags and contents	Registered	Section 8&15 due 09/21/10 Renewal due on 09/21/14
DRI-LOC	United States	75/108,039 05/22/96	2,631,988 10/08/02	28 – Utility boxes for sporting goods, namely fishing tackle	Registered	Section 8&15 due on 10/08/08 Renewal due on 10/08/12
FIELD LOCKER	United States	74/574,393 09/15/94	1,962,851 03/19/96	13 – Shotgun cases, pistol cases, rifle cases and cases for firearm accessories 28 – Hunting bow	Registered	Renewal due on 03/19/16

MARK	COUNTRY	SERIAL NO/ FILING DATE	REG. NO/ REG. DATE	CLASS GOODS/ SERVICES	STATUS	DUE DATES
				cases, arrow cases, and cases for hunting bow accessories		
GOLF GUARD	United States	74/400,208 06/10/93	1,891,771 04/25/95	28 - Protective storage and travel case for golf bag and its contents	Registered	Renewal due on 04/25/15
GUN GUARD	United States	76/381,768 03/12/02	2,757,268 08/26/03	6 - Gun safes 9 - Electronic gun safes	Registered	Section 8&15 due 08/26/09 Renewal due on 08/26/13
GUN GUARD	United States	73/026,999 07/17/74	1,026,167 12/02/75	13 - Carrying case for guns	Registered	Renewal due on 12/02/15

MARK	COUNTRY	SERIAL NO. FILING DATE	REG. NO. REG. DATE	CLASS GOODS/ SERVICES	STATUS	DUE DATE(S)
GUN GUARD ATV FIELD CASE	United States	76/422,432 06/19/02	2,807,898 01/27/04	13 – Gun cases	Registered	Section 8&15 due on 01/27/10 Renewal due on 01/27/14
SEAL-TIGHT	United States	74/334,628 11/25/92	1,838,387 05/31/94	9 – Camera case	Registered	Renewal due on 05/31/14
SLOT-LOC	United States	76/591,567 05/10/04	2,996,681 09/20/05	28 - Arrow retainer for an archery accessory storage case	Registered	Section 8&15 due 09/20/11; Renewal due 09/20/15
TAKE IT WHEREVER YOUR GAME TAKES YOU	United States	76/623,579 12/07/04	3,034,027 12/27/05	20 – Plastic protective storage cases for golf bag and golf clubs 28 – Golf bag and golf club travel cases	Registered	Section 8&15 due 12/27/11 Renewal due 12/27/15
X2 Logo	United States	76/646,745 09/12/05		13 – Protective storage cases for firearms, rifles, shotguns, pistols, takedowns 20 – Protective storage cases for golf clubs, archery bows and arrows 28 – Golf bag and golf travel cases, firearms and archery bow travel cases	Pending	

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

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADENAMES 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 ¹ 27343.04.7036	73/669,703 07/01/87	1,480,807 03/15/88	Registered Renewal Due March 15, 2008
CABOODLES OF ² 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 ³ CALIFORNIA 27343.04.7038	73/669,540 07/01/1987	1,480,806 03/15/1988	Registered Renewal Due March 15, 2008
STYLIZED C ⁴ 27343.22.7001	76/081,287 06/30/2000	2,670,941 01/10/03	Registered Affidavit of Use Due January 7, 2009 Renewal Due January 7, 2013

¹ Registrant of record is HHS, Limited Partnership.

² Registrant of record is HHS, Limited Partnership.

³ Registrant of record is HHS, Limited Partnership.

⁴ Registrant of record is HHS, Limited Partnership.

3. U.S. Trademark Applications⁵

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.

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

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

(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
AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**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
AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

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

None

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