

01-29-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORD
TRADEMARK



103478376
TRADEMARK ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Haas Outdoors
P.O. Box 757
West Point, MS 39773

- Individual(s)
- General Partnership
- Corporation- State: Mississippi
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) January 25, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Renasant Bank c/o Scott R. Hendrix

Internal Address: _____

Address: _____

Street Address: P.O. Box 7120

City: Tupelo

State: Mississippi

Country: USA Zip: 38802-7120

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s):

See attached list

B. Trademark Registration No. (s)

See attached list

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Scott R. Hendrix

Internal Address: _____

Street Address: P.O. Box 7120

City: Tupelo

State: P.O. Box 7120 Zip: 38802-7120

Phone Number: 662-842-3871

Fax Number: 662-842-8450

Email Address: shendrix@mitchellmcnuttt.com

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name 01/28/2008 LMOELLER 00000010 2589619

01 FC: 8521
02 FC: 8522

46.00 OP
1165.00 OP

9. Signature:

William R. Sugg, Jr.
Signature

William R. Sugg, Jr.

Name of Person Signing

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

21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

80-82.1

**LIVE TRADEMARKS SUBJECT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

MARK	STATUS	REGISTRATION NUMBER and DATE
BIGWOODS	Registered	2,589,619 July 2, 2002
BOTTOMLAND	Registered (Supplemental)	1,657,878 September 17, 1991
BREAK-UP	Registered	2,109,659 October 28, 1997
FOREST FLOOR	Registered	2,731,001 July 1, 2003
FULL DRAW	Registered	3,115,876 July 18, 2006
HUNTING THE COUNTRY (Magazines)	Registered	2,193,752 October 6, 1998
HUNTING THE COUNTRY (TV, Tapes)	Registered	2,131,155 January 20, 1998
IT'S NOT A PASSION. IT'S AN OBSESSION.	Registered	3,099,731 June 6, 2006
MOSSY OAK	Registered	2,003,245 September 24, 1996
MOSSY OAK (AND DESIGN)	Registered	1,525,739 February 21, 1989
MOSSY OAK BLAZE	Application pending; Serial no. 76/657,912	
MOSSY OAK BRAND CAMO (AND DESIGN) (Updated Version)	Registered	2,227,642 March 2, 1999
MOSSY OAK BRAND CAMO BIO LOGIC (AND DESIGN)	Registered	2,278,961 September 21, 1999
MOSSY OAK BRUSH BRAND CAMO (AND DESIGN)	Registered	3,043,807 January 17, 2006
MOSSY OAK DUCK BLIND (AND DESIGN)	Application pending; Serial no. 76/662,537	

MARK	STATUS	REGISTRATION NUMBER and DATE
MOSSY OAK HUNTING (AND DESIGN)	Registered	3,155,918 October 17, 2006
MOSSY OAK LAND AND TIMBER	Registered	3,155,948 October 17, 2006
MOSSY OAK LAND ENHANCEMENT SERVICES	Application pending; Serial no. 76/665164	
MOSSY OAK OBSESSION (AND DESIGN)	Registered	2,838,170 May 4, 2004
MOSSY OAK PROPERTIES	Registered	2,617,679 September 10, 2002
MOSSY OAK'S WHISTLING WINGS	Registered	3,190,728 January 2, 2007
MOSSY OAK WINTER	Registered	3,210,013 February 20, 2007
MOSSY OAK X (clothing)	Application pending; Serial no. 76/678389	
MOSSY OAK X (hunting bows)	Application pending; Serial no. 76/678390	
NEW BREAK-UP	Registered	2,686,006 February 11, 2003
SECOND SEASON	Registered	2,800,167 December 30, 2003
SHADOW BRANCH	Registered	2,243,627 May 4, 1999
SHADOW GRASS	Registered	2,079,001 July 15, 1997
SHADOW LEAF	Registered	2,336,499 March 28, 2000
TREBARK	Registered	1,892,882 May 9, 1995
TREBARK (AND DESIGN)	Registered	1,429,368 February 17, 1987

MARK	STATUS	REGISTRATION NUMBER and DATE
TREBARK ORIGINAL CAMO DESIGNS EST. 1980 (AND DESIGN)	Registered	2,836,862 April 27, 2004
TREE STAND	Registered	1,639,791 April 2, 1991



**DEAD TRADEMARKS SUBJECT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

MARK	STATUS	SERIAL NUMBER AND (REGISTRATION NUMBER)
BRAKE-UP	Dead	75018730
COMPANIONS	Dead	75022540 (Reg. 2054340)
GREEN LEAF	Dead	74047716
HUNTING THE COUNTRY	Dead	75182344
MOSSY OAK MIGRATION	Dead	76647465
MOSSY OAK ORGANIX	Dead	75621539
MOSSY OAK OUTFITTERS	Dead	76186668
ORIGINAL BREAK-UP	Dead	76636915
ORIGINAL MOSSY OAK	Dead	76634087
ORIGINAL SHADOW GRASS	Dead	76636917
QT CHILL CUTTER	Dead	75539011
QT RAIN TAMER	Dead	75539012 (Reg. 2373765)
TREBARK	Dead	74390490 (Reg. 1892183)



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of January 25th, 2008 is made by and between **Haas Outdoors, Inc.**, a Mississippi corporation having its primary business location at the address of 200 E Main St., or P.O. Box 757, West Point, Mississippi, 39773-1427 (the "Debtor"), and **Renasant Bank**, a Mississippi banking corporation having its primary business location at the address of 209 Troy Street, P.O. Box 709, Tupelo, Mississippi 38802, or its successor or assigns (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Borrower.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

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

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document which the Debtor may now or at any time hereafter owe to the Secured Party, including, without limitation, a Term Note in the principal amount of \$3,014,903.00 maturing on February 25, 2012, and a Revolving Note in the principal amount of \$4,004,350.00, maturing on January 15, 2009, each bearing interest at a variable prime rate based upon the consensus prime rate published in the Wall Street Journal, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement), and any and all future advances or additional advances or other extensions of credit as Secured Party from time to time may advance to Debtor or otherwise on its behalf, and additionally including any fees, expenses, costs, attorneys' fees or other costs arising out of or related to the enforcement of any right of Secured Party, or related to the Secured Party's taking any action to seek to protect, continue, amend or to otherwise prevent infringement of the Intellectual Property defined below and any and all interest due thereon.

"Security Interest" has the meaning given in Section 2.

“Trademarks” means any and all of the Debtor’s rights, title and interest in and to: (i) any marks, trademarks, tradenames, trade styles, service marks, collective membership marks, or marks of any kind, prints and labels on which said trademarks, tradenames, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, registered or unregistered, pending, applied for, or expired, now existing or adopted or acquired in the future, whether existing at common law, by state law or as may be recognized by federal registration, including specifically, and without limitation, any and all registrations and applications for registration, reissues, extensions and renewals thereof for each, in any state or in the United States Patent and Trademark Office and any rights arising from any such registration, and the respective goodwill associated with each, (ii) all licenses, fees or royalties with respect to each, whether currently due or arising in the future, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and any and all licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit “A.”

“Copyrights” means any and all of the Debtor’s rights, title and interest in and to: (i) any copyright or claim of copyright or claim of original creation or authorship of any kind, registered or unregistered, pending, applied for, or expired, now existing or adopted or acquired in the future, existing by any law or as may be recognized by federal registration, including specifically, and without limitation, any and all registrations and applications for registration for each, in the United States Library of Congress and any rights arising from such registration, and the respective goodwill associated with each, (ii) all licenses, fees or royalties with respect to each, whether currently due or arising in the future, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and any and all licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the copyrights listed on Exhibit “B.”

“Intellectual Property” means any and all of Debtor’s Trademarks or Copyrights or any other similar rights as may exist under any law, treaty or otherwise as may be claimed by the Debtor in any way in addition to any patents, which have been or which may be granted in the future to Debtor or its Affiliates, and specifically including any and all rights relating to each, and further including any and all rights to royalties, income or license fees thereunder or any other proceeds thereof.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Debtor’s Intellectual Property to secure the prompt payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

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

(a) **Existence; Authority.** The Debtor is a for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi, being headquartered and domiciled in said state, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Trademarks.** Exhibit "A" accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit "A" (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit "A" ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit "A," which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Copyrights.** Exhibit "B" accurately lists all Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Copyrights not listed on Exhibit "B," or if Exhibit "B" ceases to accurately reflect the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit "B," which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Intellectual Property. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a Intellectual Property security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute right, title and interest in and to all Intellectual Property and to each Trademark or Copyright listed on Exhibit "A," and Exhibit "B," free and clear of all Liens of any kind or from any claims of infringement. The Debtor (i) will have, at the time the Debtor acquires or creates any rights in any Intellectual Property, Trademarks, Copyrights or hereafter arising, absolute title to each such item of Intellectual Property free and clear of all Liens, and (ii) will keep same free and clear of any other Liens of any kind.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Intellectual Property, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Intellectual Property against all claims or demands of all persons, and will further take commercially reasonable steps to prevent any dilution or infringement of the Intellectual Property in any way.

(h) **Maintenance.** The Debtor will, at its own expense, maintain the Intellectual Property to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent, trademark registrations or copyright registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect thereto. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Intellectual Property, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 60 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due thereon, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable, in the sole discretion of the Secured Party.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon any Intellectual Property, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment 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 or prevent such intended abandonment.

(j) **Costs and Expenses.** 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 pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under any subsection hereof or exercising its rights under Section 6 below, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action hereunder and exercising its rights under Section 6 below, 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, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Intellectual Property or to grant or issue any exclusive or non-exclusive license under the Intellectual Property to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose thereof to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the latter of the termination of the Credit Agreement as provided therein or the payment and performance of all Obligations under any agreement existing between the parties.

(l) **Prior and Future Licensing.** The granting of this Security Agreement does not breach, limit or in any way violate any existing or contemplated license or other agreement relating to the Intellectual Property which has been previously granted by Debtor to any person or entity, all of such agreements either expressly authorizing the granting hereof, or otherwise containing no term or limitation which would either prohibit or limit Debtor's rights to so grant the rights granted hereby, or otherwise require any approval or notice be given or obtained relating to any such party or entity prior to the granting hereof by the Debtor. Likewise, Debtor will not in the future enter into any license, contract or agreement of any kind with any person or entity which limit the rights granted or conveyed hereby to the Secured Party, without the express written consent thereof. Nothing in this Agreement is intended to limit or prevent Debtor from licensing its Intellectual Property in the ordinary course of its business in any way, so long as such licensing does not violate this Agreement or limit the rights of the Secured Party granted, conveyed or created hereunder or otherwise existing pursuant to the Loan Documents or Credit Agreement.

(m) **Taxes and Assessments.** Debtor shall pay any and all taxes, assessments, fees as may from time to time be due, if at all, in relation to the Intellectual Property, and should Debtor fail to do so, Secured Party shall have the right, but not the obligation, to so pay on behalf of the Debtor, the same being considered an Obligation of the Debtor.

(n) **Indemnity.** Debtor shall indemnify and hold harmless Secured Party, and its attorneys, officers, directors, employees, affiliates, agents, successors and assigns, of and from any and all claims, suits, demands, judgments, damages, penalties, encumbrances, liens, costs or obligations of any kind as may arise from or relate to the creation of the Intellectual Property or the ownership thereof, including without limitation, any claim for infringement made by any party in relation thereto.

4. **Debtor's Use of the Intellectual Property.** The Debtor shall be permitted to control and manage the Intellectual Property, including the right to license or exclude others from making, using or selling items covered by the Intellectual Property and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so

long as the representations and warranties set forth above remain unchanged and additionally so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall cease to be or otherwise prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Intellectual Property, as it may in its sole discretion see fit, including without limitation by the power of sale described in Sections 7, 8 and 9 below.

(c) The Secured Party may enforce the Intellectual Property and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

(d) The Secured Party may exercise the Power of Attorney granted hereby in order to accomplish any sale, assignment, transfer, pledge, encumbrance or other disposition of the Intellectual Property, and in so doing may record any document of conveyance of any kind, either in its name or in that of the Debtor, in such capacity, in the United States Patent and Trademark Office or the Library of Congress or in any other repository created by the laws of the United States of America, by any state or by any treaty or otherwise existing.

7. Acceptable Method of Public Sale. To the extent that Secured Party might, upon the occurrence of an Event of Default, elect to offer the Intellectual Property for sale by means of a public sale, in lieu of any other means of sale, said sale shall be deemed to be commercially reasonable and acceptable to the Debtor, so long as Notice of such sale, including a listing of the Intellectual Property to be sold, is published for three consecutive weeks preceding such sale (being published once per week on a business day for four weeks), in: 1) a nationally circulated newspaper; and 2) in the largest newspaper then circulated in the State of Mississippi, setting the time, place and location of such sale to be held at the election of the Secured Party in Tupelo, Mississippi or West Point, Mississippi, at public outcry to the highest bidder for cash, or such cash equivalent, or terms as may in the sole discretion of the Secured Party be allowed. To conduct such sale, the Secured Party may appoint an agent to conduct such sale as Trustee. The Secured Party shall have the same right to purchase the Intellectual Property at such sale as any other purchaser. From the proceeds of said sale, the Trustee shall first pay all costs of sale

including reasonable attorneys' fees due in relation to the sale and in relation to the collection of the indebtedness secured hereby, reasonable compensation to the Trustee, publication costs, then the indebtedness, including any accrued interest thereon, and then to any junior lienholder, if any, with the balance, if any, being paid to the Debtor.

8. Sale Pursuant to the Uniform Commercial Code. Alternatively, the Secured Party shall likewise be deemed to have acted commercially reasonably to the extent that Secured Party might, upon the occurrence of an Event of Default, elect to take possession of and sell the Intellectual Property by any means allowable under the Uniform Commercial Code as enacted in Mississippi, including without limitation actions to self-help repossess said property or the right to offer the same by means of private sale, either alone or in conjunction with any other personal property which may stand as collateral to the Secured Party.

9. Terms of Sale. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case the sale of all or any part of the Intellectual Property is made on credit or for future delivery, the Intellectual Property so sold shall be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Intellectual Property so sold and, in case of any such failure, such Intellectual Property may be sold again upon like notice. The Secured Party shall in any such sale make no representations or warranties with respect to the Intellectual Property or any part thereof, and the Secured Party shall not be chargeable with any of the obligations or liabilities of the Debtor with respect thereto.

10. Recordation. This Security Agreement may be recorded in the United States Patent and Trademark Office and the United States Library of Congress, or elsewhere as the Secured Party may see fit.

11. Miscellaneous. 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. 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. By the inclusion of the methods of sale in Section 7 and 8 above, the intention of the parties is not to limit the Secured Party's methods of sale, execution or recovery to those means of sale or conveyance listed. However, to the extent that Secured Party acts pursuant to said Sections, it shall be deemed to have acted with the express approval of the Debtor and in a commercially reasonable and acceptable manner. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be

obligated to preserve any rights the Debtor may have against prior parties, to realize on the Intellectual Property at all or in any particular manner or order, or to apply any cash proceeds of the Intellectual Property 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 participants, 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 the internal laws of the State of Mississippi without regard to conflicts of law provisions except to the extent, if any, that said laws are preempted by the laws of the United States of America. 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.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT AND AGREE TO RESOLVE ANY AND ALL DISPUTES AS MAY ARISE BETWEEN THEN PURSUANT TO BINDING ARBITRATION PURSUANT TO THE TERMS SET FORTH IN THE CREDIT AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

HAAS OUTDOORS, INC.

By: William R. Sugar
 Name: William R. Sugar
 Title: PRESIDENT

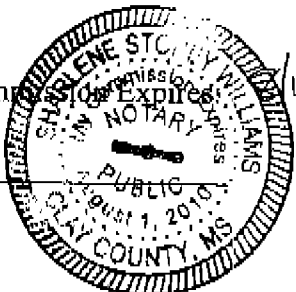
RENASANT BANK

By: Meghan Burk
 Name: Meg Burk
 Title: VP

STATE OF MISSISSIPPI
COUNTY OF Clay

Personally appeared before me, the undersigned authority in and for said county and state, on this the 25th day of January, 2008, within my jurisdiction, the within named William R. Sugg, Jr., who acknowledged that he is the President of **HAAS OUTDOORS, INC.**, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires 8/1/10
(SEAL) 

STATE OF MISSISSIPPI
COUNTY OF Clay

Personally appeared before me, the undersigned authority in and for said county and state, on this the 25th day of January, 2008, within my jurisdiction, the within named Greg Burks, who acknowledged that he is the VP of **RENASANT BANK**, a Mississippi banking corporation, and that for and on behalf of said corporation and as its act and deed he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation.

[Signature]
NOTARY PUBLIC

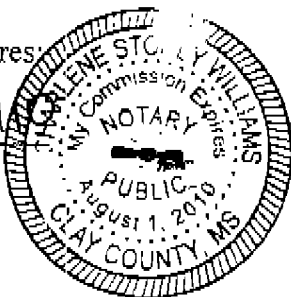
My Commission Expires 8/1/10
(SEAL) 

EXHIBIT "A"
TRADEMARKS

MARK	STATUS	REGISTRATION NUMBER and DATE
BIGWOODS	Registered	2,589,619 July 2, 2002
BOTTOMLAND	Registered (Supplemental)	1,657,878 September 17, 1991
BREAK-UP	Registered	2,109,659 October 28, 1997
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MOSSY OAK	Registered	2,003,245 September 24, 1996
MOSSY OAK (AND DESIGN)	Registered	1,525,739 February 21, 1989
MOSSY OAK BLAZE	Application pending; Serial no. 76/657,912	
MOSSY OAK BRAND CAMO (AND DESIGN) (Updated Version)	Registered	2,227,642 March 2, 1999
MOSSY OAK BRAND CAMO BIO LOGIC (AND DESIGN)	Registered	2,278,961 September 21, 1999

for Identification: Haas Outdoors, Inc.

by:



Its:



TRADEMARK
REEL: 003723 FRAME: 0769

MARK	STATUS	REGISTRATION NUMBER and DATE
MOSSY OAK BRUSH BRAND CAMO (AND DESIGN)	Registered	3,043,807 January 17, 2006
MOSSY OAK DUCK BLIND (AND DESIGN)	Application pending; Serial no. 76/662,537	
MOSSY OAK HUNTING (AND DESIGN)	Registered	3,155,918 October 17, 2006
MOSSY OAK LAND AND TIMBER	Registered	3,155,948 October 17, 2006
MOSSY OAK LAND ENHANCEMENT SERVICES	Application pending; Serial no. 76/665164	
MOSSY OAK OBSESSION (AND DESIGN)	Registered	2,838,170 May 4, 2004
MOSSY OAK PROPERTIES	Registered	2,617,679 September 10, 2002
MOSSY OAK'S WHISTLING WINGS	Registered	3,190,728 January 2, 2007
MOSSY OAK WINTER	Registered	3,210,013 February 20, 2007
MOSSY OAK X (clothing)	Application pending; Serial no. 76/678389	
MOSSY OAK X (hunting bows)	Application pending; Serial no. 76/678390	
NEW BREAK-UP	Registered	2,686,006 February 11, 2003
SECOND SEASON	Registered	2,800,167 December 30, 2003
SHADOW BRANCH	Registered	2,243,627 May 4, 1999
SHADOW GRASS	Registered	2,079,001 July 15, 1997



for Identification: Haas Outdoors, Inc.

by: UPOIts: POB

TRADEMARK
REEL: 003723 FRAME: 0770

MARK	STATUS	REGISTRATION NUMBER and DATE
SHADOW LEAF	Registered	2,336,499 March 28, 2000
TREBARK	Registered	1,892,882 May 9, 1995
TREBARK (AND DESIGN)	Registered	1,429,368 February 17, 1987
TREBARK ORIGINAL CAMO DESIGNS EST. 1980 (AND DESIGN)	Registered	2,836,862 April 27, 2004
TREE STAND	Registered	1,639,791 April 2, 1991

for Identification: Haas Outdoors, Inc.

by: 
Its: TRADEMARK
REEL: 003723 FRAME: 0771

DEAD TRADEMARKS

MARK	STATUS	SERIAL NUMBER AND (REGISTRATION NUMBER)
BRAKE-UP	Dead	75018730
COMPANIONS	Dead	75022540 (Reg. 2054340)
GREEN LEAF	Dead	74047716
HUNTING THE COUNTRY	Dead	75182344
MOSSY OAK MIGRATION	Dead	76647465
MOSSY OAK ORGANIX	Dead	75621539
MOSSY OAK OUTFITTERS	Dead	76186668
ORIGINAL BREAK-UP	Dead	76636915
ORIGINAL MOSSY OAK	Dead	76634087
ORIGINAL SHADOW GRASS	Dead	76636917
QT CHILL CUTTER	Dead	75539011
QT RAIN TAMER	Dead	75539012 (Reg. 2373765)
TREBARK	Dead	74390490 (Reg. 1892183)

for Identification: Haas Outdoors, Inc.

by: WRSIts: Pres.

TRADEMARK
REEL: 003723 FRAME: 0772

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MARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
BOTTOMLAND	Registered	VA 1-192-668	6/2/2003
BREAK-UP	Registered	VAU 429-017	10/5/1999
FOREST FLOOR	Registered	VAU 130-835	3/1/1988
MOSSY OAK	Registered	VAU 96-523	3/24/1986
MOSSY OAK BORDER	Registered	VAU 691-234	11/4/2005
MOSSY OAK BOTTOMLAND	Application Pending		
MOSSY OAK BRUSH	Registered	VA 1-307-256	6/15/2005
MOSSY OAK DUCK BLIND	Registered	VA 1-399-001	2/14/2007
MOSSY OAK GREEN LEAF	Registered	VAU 118-643	8/17/1987
MOSSY OAK 1996 PRODUCT CATALOG	Registered	TX 4-391-493	1/28/1997
MOSSY OAK OBSESSION	Registered	VA 1-192-669	6/2/2003
MOSSY OAK TREESTAND	Application Pending		
MOSSY OAK WALLPAPER	Registered	VAU 691-249	11/8/2005
MOSSY OAK WINTER	Registered	VA-1-366-665	4/5/2006
NEW BREAK-UP	Registered	VAU 542-518	12/21/2001

for Identification: Haas Outdoors, Inc.

by: Its: **TRADEMARK**
REEL: 003723 FRAME: 0773

MARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
NEW SHADOW GRASS	Registered	VA 1-192-667	5/7/2003
SHADOW BRANCH	Registered	VAU 429-018	10/5/1999
SHADOW GRASS	Registered	VAU 429-020	10/5/1999
SHADOW LEAF	Registered	VAU 429-019	10/5/1999
TREE STAND MOSSY OAK	Registered	VA 372-563	12/4/1989

for Identification: Haas Outdoors, Inc.

by: WRSIts: PLS