

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Field Logic Inc.		08/19/2010	CORPORATION: MINNESOTA
Sure-Loc, LLC		08/19/2010	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wisconsin Community Bank		
Street Address:	1510 Mid Valley Drive		
City:	De Pere		
State/Country:	WISCONSIN		
Postal Code:	54115		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2001052	SURE LOC	
Registration Number:	3614820	QC	
Registration Number:	2539993	LETHAL WEAPON	
CORRESPONDENCE DATA			
Fax Number:	(414)271-5770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-271-7590		
Email:	marlenek@andruslaw.com		
Correspondent Name:	Aaron T. Olejniczak		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	3337-00019		

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**TRADEMARK
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NAME OF SUBMITTER:	Aaron T. Olejniczak
Signature:	/Aaron T. Olejniczak/
Date:	09/03/2010
Total Attachments: 12 source=2010-08-19_Security_agreement#page1.tif source=2010-08-19_Security_agreement#page2.tif source=2010-08-19_Security_agreement#page3.tif source=2010-08-19_Security_agreement#page4.tif source=2010-08-19_Security_agreement#page5.tif source=2010-08-19_Security_agreement#page6.tif source=2010-08-19_Security_agreement#page7.tif source=2010-08-19_Security_agreement#page8.tif source=2010-08-19_Security_agreement#page9.tif source=2010-08-19_Security_agreement#page10.tif source=2010-08-19_Security_agreement#page11.tif source=2010-08-19_Security_agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made effective as of August 19, 2010 (the "Effective Date"), and is entered into by, between and among **FIELD LOGIC INC.**, a Minnesota corporation ("Field Logic"), **SURE-LOC, LLC**, a Wisconsin limited liability company ("Sure-Loc") and **WISCONSIN COMMUNITY BANK** ("Secured Party"). Field Logic and Sure-Loc are hereinafter referred to collectively as the "Borrower."

Borrower and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Business Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Business Loan Agreement dated August 19, 2010 (the "Loan Agreement") executed by the parties contemporaneously herewith.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Paragraph 2.

"Encumbrance" means any pledge, lien, defect, lease, license, equity, conditional sales contract, charge, claim, encumbrance, security interest, easement, restriction, chattel mortgage, mortgage, deed of trust or any similar claim against real, personal or intangible property.

"Indebtedness" shall be defined as set forth in the Loan Agreement and expressly includes that certain term loan in the amount of \$800,000.00 Secured Party will make to Borrower pursuant to the Loan Agreement.

"PTO" means the United States Patent and Trademark Office.

"Sure-Loc License Agreement" means that certain License Agreement dated August 19, 2010 by and between Field Logic and Sure-Loc, whereby Field Logic shall license to Sure-Loc the right to use certain patents which Field Logic has acquired from C.S. Gibbs Corporation (d/b/a "Sure-Loc"), as subsequently modified, amended or restated.

"UCC" means the Uniform Commercial Code as in effect in the State of Wisconsin.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any

sale, transfer, or other disposition of any Collateral by Borrower; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Borrower's Indebtedness to Bank, Borrower hereby grants to Secured Party a security interest in, and a mortgage upon, all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A** and **Schedule B**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including, but not limited to, any copyrights and trade secrets;

(iii) all copyrights, whether registered or unregistered;

(iv) all patents and patent applications, domestic or foregoing, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule A** and **Schedule B**), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(v) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under

insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all right, title and interest in and to the Sure-Loc License Agreement.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Paragraph 11.

3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Borrower represents and warrants to Secured Party that:

(a) **Disclosure of Intellectual Property.** A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations, patents, copyrights or applications owned by Borrower, in whole or in part, is set forth in **Schedule A** and **Schedule B**. **Schedule A** reflects the patents and trademarks which Field Logic has acquired from C.S. Gibbs Corporation, an Illinois corporation, contemporaneously herewith. **Schedule B** reflects all other patents and related registered intellectual property which Field Logic owns.

(b) **Ownership of Collateral; Validity and Infringement.** Borrower is the sole and exclusive owners of, and has good and marketable title to, all of the Collateral, free and clear of all Encumbrances, excepting the Sure-Loc License Agreement. The use of such Collateral in the conduct of the Borrower's business does not conflict with the rights of others in any manner which would have an adverse effect on the Borrower's business or financial condition. Excepting the Sure-Loc License and certain liens which are subordinate to Secured Party in favor of Douglas County and Wisconsin Business Development Corporation/United States Small Business Administration, there are no licenses, agreements or commitments outstanding or effective granting any other person any right to use, operate under, license or sublicense, or otherwise concerning, the Collateral. Borrower has not received any notice or claim that any of the Collateral infringes upon or conflicts with the rights of any other person. To the best knowledge of the Borrower, there is no infringement or violation by any other person of Borrower's rights in any of the Collateral.

The representations and warranties herein shall survive the execution of this Agreement and continue in existence under Borrower has satisfied the Indebtedness. Should Borrower become

aware of any condition, event or occurrence which makes any of the above representations or warranties untrue or not complete in any respect, Borrower shall promptly notify Secured Party of such condition, event or occurrence.

5. Further Acts. Borrower agrees and acknowledges that Secured Party must secure a first position security interest in the Collateral, paramount to all other persons or entities in order to secure the Indebtedness. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Borrower. In addition, Borrower authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Borrower shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Borrower shall immediately notify Secured Party in a writing signed by the Borrower of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, patents or copyrights, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Secured Party with respect to any such new trademarks, patents or copyrights or renewal or extension of any trademark, patent or copyright registration. Without limiting Borrower's obligations under this Paragraph 6, Borrower authorizes Secured Party to modify this Agreement by amending **Schedule A** and **Schedule B** to include any such new trademark, patent or copyright rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** and **Schedule B** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A** and **Schedule B**.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Secured Party and their respective successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Wisconsin.

9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Paragraph 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

10. Counterparts. 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 to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Indebtedness owed to Bank, the security interests created by this Agreement shall terminate and Secured Party (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

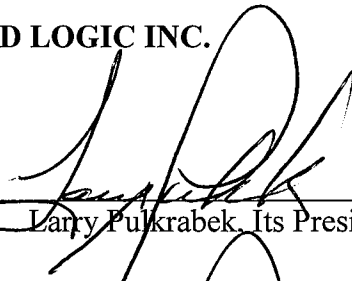
14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Signature Page to Follow]

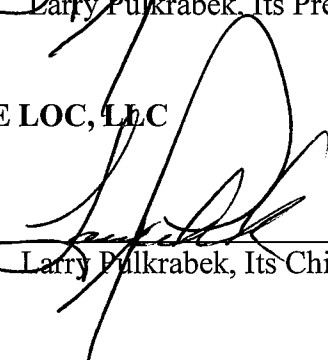
IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement, as of the date first above written.

BORROWER:

FIELD LOGIC INC.

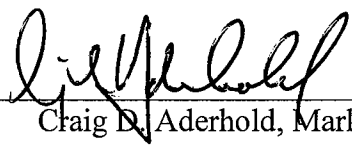
By: 
Larry Pulkrabek, Its President

SURE LOC, LLC

By: 
Larry Pulkrabek, Its Chief Manager/ President

SECURED PARTY:

WISCONSIN COMMUNITY BANK

By: 
Craig D. Aderhold, Market President

#800608

SCHEDULE A

Case Ref.	Family	Case Status	Country	Full Title	Application No.	Application Date	Patent/Registration No.	Issue/Registration Date	Publication Date	Property Type
131569/US	131589	Issued	U.S.	BOW SIGHT	08/073315	08-Jun-1993	6384866	31-Jan-1995	15-Sep-1994	Patent
166783/US	166783	Registered	U.S.		74/701725	17-Jul-1995	2001052	17-Sep-1996	25-Jun-1996	Trademark
178261/US	131589	Issued	U.S.	BOW SIGHT	08/792660	31-Jan-1997	RE36266	31-Jan-1995	01-Feb-1989	Patent
261812/US	261812	Application allowed	U.S.	ARCHERY BOW SIGHT AND METHOD	12/182730	30-Jul-2008			04-Feb-2010	Patent
261882/US		Registered	U.S.		77/431613	26-Mar-2008	3614820	05-May-2009	17-Feb-2009	Trademark
501039/US	501039	Registered	U.S.		76/204160	02-Feb-2001	2539993	19-Feb-2002	27-Nov-2001	Trademark
502549/US	502549	Expired on client instruction	U.S.	BOW PRESS	10/939147	10-Sep-2004	6968834	29-Nov-2005		Patent
503591/US	503591	Closed - Addl Filing Pursued	U.S.	THIRD-AXIS LEVELING BLOCK FOR A BOW SIGHT	60/740771	29-Nov-2005				Patent
504616/US	503591	Issued	U.S.	THIRD-AXIS LEVELING BLOCK FOR A BOW SIGHT	11/605036	28-Nov-2006	7331112	19-Feb-2008	19-Jul-2007	Patent

BROADHEAD WITH SLIDING, EXPANDING BLADES	United States	03/03/2001	09/798578	02/11/2003	6517454
EXPANDABLE BROADHEAD WITH MULTIPLE SLIDING BLADES	United States	09/03/2002	10/233341	09/30/2003	6626776
THREE DIMENSIONAL ARCHERY TARGET WITH REPLACEABLE TARGET ELEMENTS	United States	12/06/2002	10/313184	01/10/2006	6983939
EXPANDING BROADHEAD	United States	01/15/2003	10/345118	12/30/2003	6669586
EXPANDABLE BROADHEAD	United States	10/17/2003	10/688542	06/28/2005	6910979
ARCHERY TARGET WITH COVERING LAYER	United States	11/12/2003	10/706121	07/04/2006	7070185
BROADHEAD WITH FIXED REPLACEABLE BLADES	United States	01/13/2004	10/756180	09/13/2005	6942588
BROADHEAD WITH REVERSIBLE OFFSET BLADES	United States	01/18/2005	11/037413	02/27/2007	7182706
ARCHERY TARGET WITH COVERING LAYER	United States	05/26/2006	11/420640	05/01/2007	7210686
EXPANDABLE BROADHEAD WITH REAR DEPLOYING BLADES	United States	09/21/2006	11/533998	08/10/2010	7771298
EXPANDABLE BROADHEAD	United States	06/27/2007	11/823458		
ARROW QUIVER ASSEMBLY	United States	01/08/2010	61/293535		
EYE ALIGNMENT ASSEMBLY FOR TARGETING SYSTEMS	United States	01/08/2010	12/684775		
BOW SIGHT WITH LASER RANGEFINDER	United States	01/14/2010	61/294926		
BOW SIGHT WITH IMPROVED LASER RANGEFINDER	United States	02/15/2010	61/304,748		
EYE ALIGNMENT ASSEMBLY	United States	03/18/2010	12/726594		
BOW SIGHT AND EYE ALIGNMENT ASSEMBLY WITH PHOSPHORESCENT FIBER	United States	06/01/2010	12/791503		
EXPANDABLE BROADHEAD WITH REAR DEPLOYING BLADES	United States	07/01/2010	12/826832		

TRADEMARK

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SCHEDULE B

Title	Country	Application Date	Application Number	Grant Date	Patent Number
C & B TRI-SLICER BROADHEAD	United States	07/13/1993	08/091825	06/21/1994	5322297
BROADHEAD ARROW TIP	United States	05/13/1994	08/242801	05/23/1995	5417440
EYE ALIGNMENT APPARATUS FOR ARCHERY	United States	08/09/1996	08/694515	12/22/1998	5850700
FOAM ARCHERY TARGET	United States	07/28/1997	08/900921	02/02/1999	5855440
SLIDING BODY EXPANDING BROADHEAD	United States	01/09/2000	09/480786	03/13/2001	6200237
BROADHEAD WITH REPLACEABLE BLADE CARRYING SECTION	United States	07/31/2000	09/629905	09/04/2001	6283880
BROADHEAD WITH SLIDING, EXPANDING BLADES	United States	03/03/2001	09/798578	02/11/2003	6517454
EXPANDABLE BROADHEAD WITH MULTIPLE SLIDING BLADES	United States	09/03/2002	10/233341	09/30/2003	6626776
THREE DIMENSIONAL ARCHERY TARGET WITH REPLACEABLE TARGET ELEMENTS	United States	12/06/2002	10/313184	01/10/2006	6983939
EXPANDING BROADHEAD	United States	01/15/2003	10/345118	12/30/2003	6669586
EXPANDABLE BROADHEAD	United States	10/17/2003	10/688542	06/28/2005	6910979
ARCHERY TARGET WITH COVERING LAYER	United States	11/12/2003	10/706121	07/04/2006	7070185
BROADHEAD WITH FIXED REPLACEABLE BLADES	United States	01/13/2004	10/756180	09/13/2005	6942588
BROADHEAD WITH REVERSIBLE OFFSET BLADES	United States	01/18/2005	11/037413	02/27/2007	7182706
ARCHERY TARGET WITH COVERING LAYER	United States	05/26/2006	11/420640	05/01/2007	7210686
EXPANDABLE BROADHEAD WITH REAR DEPLOYING BLADES	United States	09/21/2006	11/533998	08/10/2010	7771298
EXPANDABLE BROADHEAD	United States	06/27/2007	11/823458		
ARROW QUIVER ASSEMBLY	United States	01/08/2010	61/293535		
EYE ALIGNMENT ASSEMBLY FOR TARGETING SYSTEMS	United States	01/08/2010	12/684775		
BOW SIGHT WITH LASER RANGEFINDER	United States	01/14/2010	61/294926		
BOW SIGHT WITH IMPROVED LASER RANGEFINDER	United States	02/15/2010	61/304,748		
EYE ALIGNMENT ASSEMBLY	United States	03/18/2010	12/726594		
FIBER	United States	06/01/2010	12/791503		
EXPANDABLE BROADHEAD WITH REAR DEPLOYING BLADES	United States	07/01/2010	12/828832		