

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plano Molding, LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
Plano Molding Company		12/23/2010	CORPORATION: ILLINOIS
HHS IP, LLC		12/23/2010	LIMITED LIABILITY COMPANY: ILLINOIS
PSV II, LLC		12/23/2010	LIMITED LIABILITY COMPANY: ILLINOIS
PJLL, LLC		12/23/2010	LIMITED LIABILITY COMPANY: ILLINOIS
Plano International, Inc.		12/23/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2442159	A STRONG CASE FOR QUALITY
Registration Number:	2088166	AIRGLIDE
Registration Number:	3080992	AMERICA'S FAVORITE TACKLEBOXES
Registration Number:	2407856	BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE
Registration Number:	1537489	BOW GUARD
Registration Number:	2823365	BOWMAX
Registration Number:	2823366	BOWMAX

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Registration Number:	1779511	CAMERA GUARD
Registration Number:	3425567	CREATIVE OPTIONS
Registration Number:	2990516	DIABOLIK
Registration Number:	2631988	DRI-LOC
Registration Number:	2241598	DURASHELF
Registration Number:	1962851	FIELD LOCKER
Registration Number:	3109384	FLIPSIDER
Registration Number:	3011953	GARAGE LOGIC
Registration Number:	1891771	GOLF GUARD
Registration Number:	2757268	GUN GUARD
Registration Number:	1026167	GUN GUARD
Registration Number:	2529141	GUNSLINGER
Registration Number:	2652289	HUNTERLOGIC
Registration Number:	1797859	JAMMERS
Registration Number:	3770498	LIQUA-BAIT LOCKER
Registration Number:	2426630	MAGNUM
Registration Number:	3501592	PILLARLOCK
Registration Number:	0898673	PLANO
Registration Number:	2796183	PROLATCH
Registration Number:	2825167	PROMAX
Registration Number:	2834488	PROMAX
Registration Number:	3287954	PROTECTOR SERIES
Registration Number:	1838387	SEAL-TIGHT
Registration Number:	2996681	SLOT-LOC
Registration Number:	3070063	STOWAWAY
Registration Number:	1815041	TACKLELOGIC
Registration Number:	3034027	TAKE IT WHEREVER YOUR GAME TAKES YOU
Registration Number:	3315125	X2
Registration Number:	3842523	A CASE OF IDENTITY
Registration Number:	3450081	C
Registration Number:	2670941	C
Registration Number:	1480807	CABOODLES
Registration Number:	3524614	CABOODLES
Registration Number:	3673395	CABOODLES
Registration Number:	1480806	CABOODLES OF CALIFORNIA

Registration Number:	1483451	CABOODLES OF CALIFORNIA
Registration Number:	3620265	CABOODLES SPORT

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1622
Email: vicki.cremonese@bipc.com
Correspondent Name: Duane A. Stewart III
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301590
NAME OF SUBMITTER:	Duane A. Stewart III
Signature:	/Duane A. Stewart III/
Date:	12/29/2010

Total Attachments: 36

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TRADEMARK

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

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 23, 2010, is entered into by and among **PLANO MOLDING, LLC**, a Delaware limited liability company, **PLANO MOLDING COMPANY**, an Illinois corporation ("Borrower"), **HHS IP, LLC**, an Illinois limited liability company, **PSV II, LLC**, an Illinois limited liability company, and **PJLL, LLC**, an Illinois limited liability company, and **PLANO INTERNATIONAL, INC.**, an Illinois corporation (each a "Pledgor", and together with Borrower, "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below ("Administrative Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Borrower, Guarantors (as defined in the Credit Agreement), Lenders and Administrative Agent as lenders (all as defined in the Credit Agreement), Administrative Agent and Lenders have agreed to provide certain loans to Borrower; and Pledgors have agreed, among other things, to grant a security interest to Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable, and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

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

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

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

(a) the Patents, Trademarks and Copyrights are not abandoned, cancelled or expired except as provided in Section 11, 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 (i) Liens in favor of the Second Lien Term Loan Agent securing the obligations under the Second Lien Term Loan Documents, provided that such Liens are subordinated by, and subject to the provisions of, the Amendment to the Intercreditor Agreement and (ii) other applicable Permitted Liens), including without limitation pledges, assignments and shop rights;

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

(e) except as disclosed in the Schedules to the Credit Agreement, 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, or the assertion of any Patent, does or may violate the rights of any third party, in any such case as could reasonably be expected to result in a Material Adverse Change;

(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 Administrative Agent;

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

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

4. Each of the obligations of each Pledgor under this Agreement is joint and several. Administrative Agent and Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor; and such an election by Administrative Agent and Lenders, or any of them, shall not be a defense to any action Administrative Agent and Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and Administrative Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired, it will

not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated and the Letters of Credit have expired, any Pledgor shall own any new federally registered trademarks or any new copyright or patent application, 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. Each Pledgor and Administrative Agent agree to modify this Agreement by amending Schedule A to include any patents, patent applications, federal trademark applications, federally registered trademarks, federally registered copyrights or federal copyright applications hereafter filed and/owned by such Pledgor (collectively, the "Federally Registered IP"), and the provisions of this Agreement shall apply thereto. To the extent any change in the Federally Registered IP described on Schedule A occurs, the Pledgors shall provide the Administrative Agent with a written update to Schedule A at the same time the next Quarterly Compliance Certificate required pursuant to Section 8.3.4 of the Credit Agreement is due and shall, upon the Administrative Agent's request, execute and deliver such additional agreements and documents as the Administrative Agent may reasonably request to perfect and protect the Lien of the Administrative Agent on such new reported Federally Registered IP.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Administrative Agent shall designate by notice to Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent, as Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

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

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses

incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Administrative Agent, which shall not be unreasonably withheld; provided that any Pledgor may abandon any patent, trademark or copyright application in the ordinary course of its business and/or permit any registered trademark which is not material to the business of the Pledgors to expire, in each case, without the prior consent of the Administrative Agent.

12. Each Pledgor shall have the right, with the consent of Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Administrative Agent, if necessary, as a party to such suit so long as Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

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

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgors may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

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

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Pittsburgh, Pennsylvania, in any action or

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

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

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

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

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

24. This Agreement hereby amends and restates, in its entirety, that certain Patent, Trademark and Copyright Security Agreement dated as of February 26, 2007, by and among the Pledgors (as defined therein) and the Administrative Agent for the benefit of the Lenders (as thereafter amended, restated, supplemented or modified from time to time, the "Original Security Agreement"), and each Pledgor hereto agrees and acknowledges that 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 that certain Credit Agreement dated as of February 26, 2007, by and among the Borrower, the Guarantors, the Lenders and the Administrative Agent (as thereafter amended, supplemented or modified from time to time, the "Original Credit Agreement"), the Original Security Agreement or any of the other Loan Documents under the Original Credit Agreement.


THE RIGHTS OF ADMINISTRATIVE AGENT ARE SUPERIOR TO THE RIGHTS OF LINCOLNSHIRE ASSOCIATES II, LTD. (THE "SECOND LIEN TERM LOAN LENDER") PURSUANT TO THE AMENDMENT TO INTERCREDITOR AGREEMENT AMONG BORROWER, ADMINISTRATIVE AGENT AND SECOND LIEN TERM LOAN LENDER (THE "INTERCREDITOR AGREEMENT"); AND ADMINISTRATIVE AGENT, BORROWER AND SECOND LIEN TERM LOAN LENDER ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT, ALL AS MORE FULLY SET FORTH THEREIN.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE 1 OF 3 - 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.

PLANO MOLDING COMPANY, an Illinois
corporation

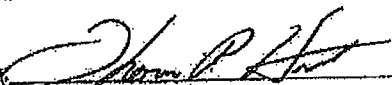
By:  (SEAL)
Name: Thomas P. Hurt
Title: President

PLANO MOLDING, LLC, a Delaware limited
liability company

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

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

PLANO INTERNATIONAL, INC., an Illinois
corporation

By:  (SEAL)
Name: Thomas P. Hurt
Title: President

**[SIGNATURE PAGE 1 OF 3 - AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

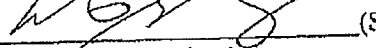
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PLANO MOLDING COMPANY, an Illinois
corporation**

By: _____ (SEAL)
Name: Thomas P. Hurt
Title: President

**PLANO MOLDING, LLC, a Delaware limited
liability company**

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

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

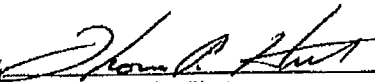
**PLANO INTERNATIONAL, INC., an Illinois
corporation**

By: _____ (SEAL)
Name: Thomas P. Hurt
Title: President

**[SIGNATURE PAGE 2 OF 3 - AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

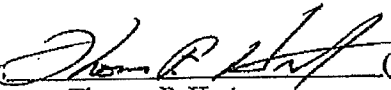
HHS IP, LLC, an Illinois limited liability company

By: Plano Molding Company, an Illinois
corporation, Manager

By:  (SEAL)
Name: Thomas P. Hurt
Title: President

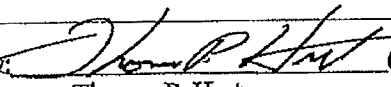
PJL, LLC, an Illinois limited liability company

By: Plano Molding Company, an Illinois
corporation, Manager

By:  (SEAL)
Name: Thomas P. Hurt
Title: President

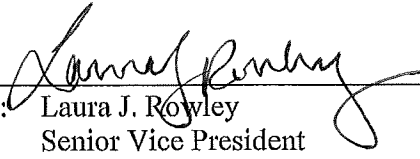
PSV II, LLC, an Illinois limited liability company

By: Plano Molding Company, an Illinois
corporation, Manager

By:  (SEAL)
Name: Thomas P. Hurt
Title: President

**[SIGNATURE PAGE 3 OF 3 - AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**

By: 
Name: Laura J. Rowley
Title: Senior Vice President

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

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

(Plano Molding Company)

1. Registered Patents and Patent Applications

See attached.

Plano Molding Company - Pending Patent Applications

<u>Case Number</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Title</u>
27343.00.0118	US	10/857,558	5/27/2004	Abandoned	GOLF BAG TRANSPORT CASE WITH REMOVABLE JACKET
27343.00.0119	US	10/884,451	7/2/2004	Abandoned	COLLAPSIBLE TRANSPORT CASE
27343.00.0122	US	11/428,896	7/6/2006	Abandoned	SPACER FOR A GOLF CLUB BAG TOP DIVIDER
2054327-5001US	US	12/496,213	7/1/2009	Pending	UTILITY BOX LID
2054327-5002DES	US	29/341,179	7/31/2009	Pending	UTILITY BOX LID
2054327-5003US	US	12/627,511	11/30/2009	Pending	CONTAINER ASSEMBLY
2054327-5005US	US	11/934,546	11/2/2007	Abandoned	CARRYING CASE WITH PRESSURE RELIEF VALVE
2054327-5006US	US	12/016,073	1/17/2008	Allowed Issue Fee paid	COLLAPSIBLE BAG MOUNTING STRUCTURE AND COLLAPSIBLE BAG ASSOCIATED THEREWITH
2054327-5008US	US	11/943,629	11/21/2007	Pending	TACKLE CONTAINER WITH REMOVABLE INSERTS HAVING COAXIALLY NOTCHED POSTS
2054327-5010CAD	CA	133264	12/7/2009	Pending	UTILITY BOX LID
2054327-5013PR	US	61/323,677	4/13/2010	Pending	BOW CASE
2054327-5016WO	PCT	US10/039172	6/18/2010	Pending	UTILITY BOX LID
2054327-5017US	US	11/894,118	8/20/2007	Abandoned (filed Petition to Revive)	INVERTED CELL HONEYCOMB STRUCTURE SHELVING
2054327-5021PR	US	To be filed			CASE FOR CROSSBOW
2054327-5022WO	PCT	US10/057610	11/20/2010	Pending	CONTAINER ASSEMBLY

Plano Molding Company – Registered Patents

Patent #	SERIAL #	TITLE	ISSUE DATE	Expiration date	NEXT MAINTENANCE FEE DUE DATE
5,394,638	10/199,364	Tear resistant gelatinous elastomer compositions and articles for use as fishing bait	Sep 21, 2004	Mar 3, 2007	Mar 3, 2006
5,632,113	08/399,928	Fishing bait and tackle organizer	May 27, 1997	May 24, 2013	N/A
5,678,686	08/596,074	Gun case	Oct 21, 1997	Feb 6, 2016	N/A
5,823,337	08/607,231	Tackle box	Oct 20, 1998	Oct 20, 2006	Oct 20, 2005
6,129,210	09/498,331	Utility box wrap	Oct 10, 2000	Feb 4, 2020	Oct 10, 2011
6,161,665	09/245,257	Utility bag	Dec 19, 2000	Feb 5, 2019	Dec 19, 2011
6,390,294	09/694,187	Case for Archery Equipment	May 21, 2002	Oct 23, 2020	May 21, 2013
6,571,946	<u>10/120,914</u>	Case for archery equipment	Jun 3, 2003	Oct 23, 2020	Jun 3, 2014
6,595,356	10/142,344	Golf club transport case	Jul 22, 2003	May 10, 2022	Jul 22, 2010
6,619,768	10/084,422	Portable storage container	Sep 16, 2003	Sep 16, 2007	Sep 16, 2006
6,662,944	<u>9/993,581</u>	Firearm carrying case	Dec 16, 2003	Dec 9, 2021	Dec 16, 2010
6,796,443	<u>10/282,594</u>	Carousel	Sep 28, 2004	Sep 28, 2008	Sep 28, 2007
6,860,059	9/862,939	Spinner bait tackle organizer with compression catches	Mar 1, 2005	May 22, 2021	Mar 1, 2012

Patent #	SERIAL #	TITLE	ISSUE DATE	Expiration date	NEXT MAINTENANCE FEE DUE DATE
6,880,698	<u>10/315,310</u>	Arrow case	Apr 19, 2005	Jul 8, 2021	Apr 19, 2012
6,920,977	<u>10/287,573</u>	Bow case	Jul 26, 2005	Apr 18, 2023	Jul 26, 2012
6,959,811	<u>9/862,890</u>	Tackle container with nesting space	Nov 1, 2005	Dec 28, 2022	Nov 1, 2012
7,104,402	<u>10/414,055</u>	Case for sporting equipment	Sep 12, 2006	Apr 16, 2024	Sep 12, 2013
7,121,407	<u>10/657,882</u>	Utility case	Oct 17, 2006	Apr 24, 2024	Oct 17, 2013
7,299,584	<u>10/951,741</u>	Tackle container with interchangeable inserts	Nov 27, 2007	May 22, 2021	Nov 27, 2010
7,357,250	<u>10/992,493</u>	Storage case	Apr 15, 2008	Dec 14, 2025	Apr 15, 2011
7,434,683	<u>11/259,517</u>	Protective case including rigid shell members	Oct 14, 2008	Jun 15, 2026	Oct 14, 2011
7,552,560	<u>11/219,252</u>	Tackle container with nesting spaces between interior barriers	Jun 30, 2009	May 22, 2021	Jun 30, 2012
7,694,808	<u>11/428,889</u>	Golf club transport case with tethered security pin	April 13, 2010	Dec 4, 2028	Apr 13, 2013
D326,378	<u>07/435,293</u>	Container rack	May 26, 1992	May 26, 2006	N/A
D347,322	<u>29/000,432</u>	Gun case	May 31, 1994	May 31, 2008	N/A
D349,402	<u>29/008,307</u>	Golf bag case	Aug 9, 1994	Aug 9, 2008	N/A

Patent #	SERIAL #	TITLE	ISSUE DATE	Expiration date	NEXT MAINTENANCE FEE DUE DATE
D353,048	29/012,765	Storage case	Dec 6, 1994	Dec 6, 2008	N/A
D358,254	29/015,907	Bow Case	May 16, 1995	May 16, 2009	N/A
D358,255	29/014,198	Rifle Case	May 16, 1995	May 16, 2009	N/A
D367,380	29/017,427	Firearm storage cabinet	Feb 27, 1996	Feb 27, 2010	N/A
D456,133	29/131,494	Archer's case	Apr 30, 2002	Apr 30, 2016	N/A
D465,921	29/154,509	Chuck box	Nov 26, 2002	Nov 26, 2016	N/A
D475,196	29/170,354	Bow case	Jun 3, 2003	Jun 3, 2017	N/A
D483,178	29/173,018	Arrow case	Dec 9, 2003	Dec 9, 2017	N/A
D506,062	29/179,809	Bow case	Jun 14, 2005	Jun 14, 2019	N/A
D520,734	29/203,306	Case	May 16, 2006	May 16, 2020	N/A
D527,181	29/233,404	Framed container	Aug 29, 2006	Aug 29, 2020	N/A
D528,790	29/241,022	Firearm case	Sep 26, 2006	Sep 26, 2020	N/A
D528,791	29/241,029	Archery bow case	Sep 26, 2006	Sep 26, 2020	N/A

Patent #	SERIAL #	TITLE	ISSUE DATE	Expiration date	NEXT MAINTENANCE FEE DUE DATE
D528,796	29/203,324	Case storage and transport rack	Sep 26, 2006	Sep 26, 2020	N/A
D532,971	29/241,021	Firearm case	Dec 5, 2006	Dec 5, 2020	N/A
D554,859	29/241,035	Case	Nov 13, 2007	Nov 13, 2021	N/A
D555,356	29/246,370	Storage Case	Nov 20, 2007	Nov 20, 2021	N/A

**SCHEDULE A
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY
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LIST OF PATENTS, AND FEDERALLY REGISTERED
TRADEMARKS, TRADE NAMES AND COPYRIGHTS

(Plano Molding Company) (continued)

2. U.S. Registered Trademarks

Domain Names

planomolding.com
caboodles.com
planoeuropa.com
astrongercaseforquality.com
bowguard.com
cameraguard.com
campmate.com
cargogolf.net
cargogolf.org
doskosport.com
doskosport.net
doskosportarchery.com
doskosportcamera.com
doskosportcamping.com
doskosportfirearm.com
doskosportgolf.com
golfguard.net
gunguard.com
gunguard.net

Plano Molding Company – Registered Trademarks

Owner Trademark Report by Mark
Status: ACTIVE

Printed: 12/21/2010

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
A STRONG CASE FOR QUALITY							
UNITED STATES	T10147US00	10/4/1999	75/814,104	4/10/2001	2,442,159	REGISTERED	13,28
AGGRESSOR							
CANADA	T10148CA00	5/1/1996	811,356	4/8/1997	474,319	REGISTERED	01
AIRGLIDE							
UNITED STATES	T10120US00	9/21/1995	74/731,725	8/12/1997	2,088,166	REGISTERED	13
AMERICA'S FAVORITE TACKLEBOXES							
UNITED STATES	T10052US00	11/12/2004	78/516,308	4/11/2006	3,080,992	REGISTERED	28
BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE							
UNITED STATES	T10149US00	3/2/1999	75/652,356	11/28/2000	2,407,856	REGISTERED	28
BOW GUARD							
UNITED STATES	T10123US00	7/15/1988	73/740,112	5/2/1989	1,537,489	REGISTERED	28
BOWMAX							
UNITED STATES	T10103US00	3/13/2003	78/225,315	3/16/2004	2,823,365	REGISTERED	28
BOWMAX (Stylized and Design)							
UNITED STATES	T10102US00	3/13/2003	78/225,370	3/16/2004	2,823,366	REGISTERED	28
C (Stylized)							
ARGENTINA	T10110AR00	7/5/2000	2,295,522	12/3/2001	1,854,212	PEND-CANCL	03
BRAZIL	T10110BR00	3/6/2002	824412842	5/29/2007	824412842	PEND-CANCL	03
FEDERATION OF RUSSIA	T10110RU00	6/28/2000	2000721898	6/28/2002	215854	PEND-CANCL	03
HONG KONG	T10110HK00	7/12/2000	15443/2000	7/12/2000	2002B00807	PEND-CANCL	03
PERU	T10110PE00	10/17/2000	66983	10/17/2000	66983	PEND-CANCL	03
SINGAPORE	T10110SG00	3/1/2002	T02/02409B	3/1/2002	T02/02409B	PEND-CANCL	03
TAIWAN	T10110TW00	9/5/2000	89051242	11/16/2001	969153	PEND-CANCL	03
VIETNAM	T10110VN00	12/17/2002	4-2002-08365	2/11/2004	4-0052698-000	PEND-CANCL	03

CABOODLES

ARGENTINA	T10124AR00	7/5/2000	2295520	12/3/2001	1854211	REGISTERED	03
AUSTRALIA	T10124AU00	9/15/1999	807113	11/3/2000	807113	REGISTERED	03,21
AUSTRALIA	T10124AU01	9/21/1998	773611	9/21/1998	773611	REGISTERED	03
AUSTRALIA	T10124AU02	4/8/1988	485011	4/8/1988	485011	REGISTERED	20
BENELUX	T10124BX00	4/6/1988	62,794	6/30/1989	R453843	REGISTERED	18
BRAZIL	T10124BR00	8/2/2000	823028763	2/13/2007	823028763	REGISTERED	03
CHINA	T10124CN00	7/5/2000	2000097627	8/7/2001	1612312	REGISTERED	03
CHINA	T10124CN01	7/4/1989	8,922,086	5/20/1990	519769	REGISTERED	20
FRANCE	T10124FR00	4/27/1988	923,244	4/27/1988	1,462,464	REGISTERED	18
GERMANY	T10124DE00	4/6/1988	P36405/18W2	12/2/1988	1,131,471	REGISTERED	20
HONG KONG	T10124HK00	7/3/2000	14625/2000	7/3/2000	200204446	REGISTERED	03
HONG KONG	T10124HK01	4/13/1988	1910/1988	4/13/1988	19900045	REGISTERED	20
ISRAEL	T10124IL00	7/3/2000	139,542	7/3/2002	139,542	REGISTERED	03
ITALY	T10124IT00	5/20/1988	RM2008C002522	4/6/1990	839239	REGISTERED	20
JAPAN	T10124JP00	7/6/2000	2000-075145	7/6/2001	4488311	PEND-CANCL	03
MEXICO	T10124MX00	11/15/1991	127030	4/6/1992	410330	REGISTERED	18
MEXICO	T10124MX01	9/28/1999	392584	4/18/2000	650387	REGISTERED	03
NEW ZEALAND	T10124NZ00	5/31/2000	615932	12/7/2000	615932	REGISTERED	18
PERU	T10124PE01	3/25/1997	034956	9/3/1997	38785	REGISTERED	03
SOUTH AFRICA	T10124ZA00	8/21/1992	927039	8/21/1992	927039	REGISTERED	18
SOUTH KOREA	T10124KR00	9/8/2000	42897/2000	11/4/2002	534133	REGISTERED	03
SPAIN	T10124ES00	6/16/1992	1701808	2/10/2002	1707808	REGISTERED	18
SWEDEN	T10124SE00	5/29/1992	92/05032	2/12/1993	246 567	REGISTERED	20
SWITZERLAND	T10124CH00	5/26/1992	4115/92	5/26/1992	398696	REGISTERED	18
TAIWAN	T10124TW00	6/30/2000	89037625	6/16/2001	945127	REGISTERED	03
UNITED KINGDOM	T10124GB00	5/12/1988	1,344,231	12/1/1989	1,344,231	REGISTERED	20
VIETNAM	T10124VN00	4/19/2002	4-2002-02113	6/17/2003	4-0047657-000	REGISTERED	03
CABOODLES & Stylized C Device							
JAPAN	T10161JP00	7/31/2000	2000 084084	7/19/2001	4493377	PEND-CANCL	03

CABOODLES (Design)

PERU	T-10138PE00	3/25/1997	034957	9/3/1997	038786	REGISTERED	18
CABOODLES (Stylized)							
MEXICO	T-10138MX00	6/29/1992	143,515	6/29/1992	441009	REGISTERED	18
SOUTH AFRICA	T-10138ZA00	8/21/1992	927040	8/21/1992	704092	REGISTERED	18
SPAIN	T-10138ES00	6/17/1992	1707809	6/17/1992	1707809	REGISTERED	19
SWITZERLAND	T-10138CH00	5/26/1992	411692	5/26/1992	398614	REGISTERED	18
CABOODLES of CALIFORNIA (Design)							
AUSTRALIA	T-10164AU00	4/8/1988	485010	4/8/1988	485010	REGISTERED	
CHINA	T-10164CN00	7/4/1989	8,922,087	5/29/1990	520601	REGISTERED	20
HONG KONG	T-10164HK00	4/13/1988	1911/1988	4/13/1988	19902142	REGISTERED	20
UNITED KINGDOM	T-10164GB00	5/12/1988	1,344,232	4/27/1990	1,344,232	REGISTERED	20
CAMERA GUARD							
UNITED STATES	T-10166US00	12/20/1990	74/125,315	6/29/1993	1,779,511	REGISTERED	09
CAMPMATE							
EUROPEAN UNION	T-10269EU00	2/15/2002	002580694	5/21/2003	002580694	REGISTERED	21
CREATIVE OPTIONS							
AUSTRALIA	T-10111AU00	12/6/2007	1214193	7/25/2008	1214193	REGISTERED	16,18,20
CANADA	T-10237CA00	4/6/2009	1,433,618	9/22/2010	TMA777,808	REGISTERED	01
EUROPEAN UNION	T-10111EU00	12/12/2007	006508196	9/23/2008	006508196	REGISTERED	16,18,20
UNITED STATES	T-10111US00	5/1/2007	77/169,731	5/13/2008	3,425,567	REGISTERED	16,18,21
DIABOLIK							
UNITED STATES	T-10099US00	12/17/2003	78/342,106	8/30/2005	2,990,516	REGISTERED	28
DRI-LOC							
CANADA	T-10119CA00	11/22/1996	829,648	3/2/1998	490,662	REGISTERED	N/A
UNITED STATES	T-10119US00	5/22/1996	75/108,039	10/8/2002	2,631,988	REGISTERED	28
DURASHELF							
UNITED STATES	T-10118US00	2/5/1998	75/429,043	4/27/1999	2,241,598	REGISTERED	20
FIELD LOCKER							
UNITED STATES	T-10168US00	9/15/1994	74/574,393	3/19/1996	1,962,851	REGISTERED	13,28

CHINA	T-10127CN01	9/3/1988	8830164	9/30/1989	362467	REGISTERED	28
EUROPEAN UNION	T-10127EU00	6/17/2005	004507265	6/17/2005	004507265	REGISTERED	08,13,18 28
FEDERATION OF RUSSIA	T-10127RU00	4/21/1997	97705729	1/19/1999	171329	REGISTERED	28
FRANCE	T-10127FR00	5/5/1988	925,060	5/5/1988	1463733	REGISTERED	03,20
HONG KONG	T-10127HK00	4/29/1988	2404/1988	4/29/1988	19893679	REGISTERED	28
ITALY	T-10127IT00	5/20/1988	RM2008c002523	4/6/1990	RM2008C002523	REGISTERED	28
JAPAN	T-10127JP00	7/25/1988	2005-525900	2/28/1995	2703976	REGISTERED	28,31
KAZAKHSTAN	T-10127KZ00	5/12/2010	50564			PENDING	20
MEXICO	T-10127MX00	10/14/1994	215515	1/30/1997	540774	REGISTERED	28
SINGAPORE	T-10127SG00	5/6/1988	S/2193C	11/30/1990	T88/02193C	REGISTERED	28
TAIWAN	T-10127TW00	6/23/1988	77/29037	4/16/1989	439,063	REGISTERED	50
UKRAINE	T-10127UA00	3/11/1997	97030635/T	3/11/1997	18125	REGISTERED	28
UNITED KINGDOM	T-10127GB00	11/5/1990	1446047	6/26/1992	1446047	REGISTERED	20,28
UNITED STATES	T-10127US00	1/21/1970	72/349,140	9/15/1970	0,898,673	REGISTERED	22

PLANO (and Design)

AUSTRIA	T-10663AT00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
BENELUX	T-10663BX00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
BULGARIA	T-10663BG00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
CROATIA	T-10663HR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
CYPRUS	T-10663CY00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
CZECH REPUBLIC	T-10663CZ00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
EGYPT	T-10663EG00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
FINLAND	T-10663FI00	8/18/2005	876010	8/18/2005	876010	REGISTERED	20
FRANCE	T-10663FR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	08,20
GREECE	T-10663GR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,20
IRAN	T-10663IR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
ITALY	T-10663IT00	5/3/2005	n/a	8/18/2005	971821	REGISTERED	06,08,20
LITHUANIA	T-10663LT00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
NORWAY	T-10663NO00	8/18/2005	876010	8/18/2005	876010	REGISTERED	20
POLAND	T-10663PL00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06
SLOVAK REPUBLIC	T-10663SK00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20

Owner Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>PLANO (and Design) continued . . .</i>							
SLOVENIA	T10663S100	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
SPAIN	T10663ES00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
SWEDEN	T10663SE00	8/18/2005	876010	8/18/2005	876010	REGISTERED	20
SWITZERLAND	T10663CH00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
TURKEY	T10663TR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
WIPO	T10663WO00			8/18/2005	876010	REGISTERED	06,08,20
PLANO (Logo)							
IRELAND	T10173IE00	11/5/1990	1990/06400	2/4/1994	142579	REGISTERED	20
PROLATCH							
UNITED STATES	T10098US00	6/28/2002	78/139,986	12/16/2003	2,796,183	REGISTERED	20
PROMAX							
UNITED STATES	T10105US00	2/25/2003	78/218,865	3/23/2004	2,825,167	REGISTERED	13
PROMAX (Stylized and Design)							
UNITED STATES	T10104US00	2/25/2003	78/218,876	4/20/2004	2,834,488	REGISTERED	13
PROTECTOR SERIES							
UNITED STATES	T10095US00	2/22/2006	78/820,563	9/4/2007	3,287,954	REGISTERED	28
SEAL-TIGHT							
UNITED STATES	T10174US00	11/25/1992	74/334,628	5/31/1994	1,838,387	REGISTERED	09
SLOT-LOC							
UNITED STATES	T10175US00	5/10/2004	76/591,567	9/20/2005	2,996,681	REGISTERED	28
STOWAWAY							
UNITED STATES	T10100US00	7/2/2003	78/269,885	3/21/2006	3,070,063	REGISTERED	20,28
TACKLELOGIC							
AUSTRALIA	T10121AU00	3/7/1996	704043	3/7/1996	704043	REGISTERED	28
CANADA	T10121CA00	3/1/1996	805,880	5/27/1997	tma 476,857	REGISTERED	N/A
MEXICO	T10121MX00	3/13/1996	256984	4/25/1996	521018	REGISTERED	18

PERU	T10121PE00			11/8/1996	030736	REGISTERED	
UNITED STATES	T10121US00	4/22/1993	74/383,622	1/4/1994	1,815,041	REGISTERED	28
TAKE IT WHEREVER YOUR GAME TAKES YOU							
UNITED STATES	T10176US00	12/7/2004	76/623,579	12/27/2005	3,034,027	REGISTERED	20,28
X2 & Design							
CANADA	T10177CA00	2/14/2006	1,289,945	2/3/2009	733,826	REGISTERED	N/A
EUROPEAN UNION	T10177EU00	1/12/2006	004830808	1/8/2007	004830808	REGISTERED	13,20,28
UNITED STATES	T10177US00	9/12/2005	76/646,745	10/23/2007	3,315,125	REGISTERED	13,28

TOTAL ITEMS SELECTED = 137

END OF REPORT

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

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

(Plano Molding Company) (continued)

3. Trade Names

None.

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

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

(Plano Molding Company) (continued)

4. Registered Copyrights

None

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

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

(Plano Molding, LLC)

1. Registered Patents and Patent Applications

None

2. U.S. Registered Trademarks

None

3. Trade Names

None

4. Registered Copyrights

None

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

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

(HHS IP, LLC)

1. Registered Patents and Patent Applications

None

2. U.S. Registered Trademarks

See attached

HHS IP, LLC – Registered Trademarks

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Owner Trademark Report by Mark
Status: ACTIVE

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
A CASE OF IDENTITY							
UNITED STATES	T10137US00	4/6/2009	77/707,785	8/31/2010	3,842,523	REGISTERED	18
C (Stylized)							
UNITED STATES	T10110US00	10/13/2006	77/020,713	6/17/2008	3,450,081	PEND-CANCL	03
UNITED STATES	T10110US03	6/30/2000	76/081,287	1/7/2003	2,670,941	PEND-CANCL	18
CABOODLES							
UNITED STATES	T10124US00	7/1/1987	73/669,703	3/15/1988	1,480,807	REGISTERED	18
UNITED STATES	T10124US04	10/13/2006	77/020,796	10/28/2008	3,524,614	REGISTERED	03
UNITED STATES	T10124US05	10/13/2006	77/020,813	8/25/2009	3,673,395	REGISTERED	18
CABOODLES (Design)							
UNITED STATES	T10138US00	4/6/2009	77/707,799			ALLOWED	18
CABOODLES (Stylized)							
UNITED STATES	T10138US01	4/6/2009	77/707,804			ALLOWED	18
CABOODLES OF CALIFORNIA							
UNITED STATES	T10126US00	7/1/1987	73/669,540	3/15/1988	1,480,806	REGISTERED	18
CABOODLES OF CALIFORNIA (Stylized & Design)							
UNITED STATES	T10125US00	7/27/1987	73/674,723	4/5/1988	1,483,451	REGISTERED	18
CABOODLES SPORT (Stylized)							
UNITED STATES	T10165US00	12/3/2007	77/342,656	5/12/2009	3,620,265	REGISTERED	18
IN MY CASE ...							
UNITED STATES	T10136US00	4/6/2009	77/707,724			ALLOWED	18
TOTAL ITEMS SELECTED =							12

END OF REPORT

HHS, Limited Partnership – Registered Trademarks¹

Owner Trademark Report by Mark
 Status: ACTIVE
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
C (Stylized)							
EUROPEAN UNION	T10110EU00	8/24/2000	001837038	7/2/2002	001837038	PEND-CANCL	03,20
CABOODLES							
CANADA	T10124CA00	4/6/1988	604,209	7/28/1989	TMA359,008	REGISTERED	01
CANADA	T10124CA01	2/26/1998	870,539	9/22/1999	516,767	REGISTERED	N/A
EUROPEAN UNION	T10124EU00	7/1/1999	001238328	7/20/2000	001238328	REGISTERED	03,18,20
JAPAN	T10124JP01	4/14/1988	63-043757	2/26/1993	2,510,835	REGISTERED	18,21
CABOODLES of CALIFORNIA (Design)							
CANADA	T10164CA00	4/6/1988	604,208	11/10/1989	363,335	REGISTERED	01

END OF REPORT

TOTAL ITEMS SELECTED = 6

¹ HHS Limited Partnership contributed all of its assets, including the marks listed in this schedule, to HHS IP, LLC. Following a series of transactions that occurred with the closing of Tunicum's recapitalization of Plano Molding Company in 2007, Plano Molding Company became the sole member of HHS IP, LLC, which continues to hold all the assets it acquired from HHS Limited Partnership.

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

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

(HHS IP, LLC) (continued)

3. Trade Names

None

4. Registered Copyrights

None

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

LIST OF PATENTS, AND FEDERALLY REGISTERED
TRADEMARKS, TRADE NAMES 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
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AGREEMENT**

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

(PSV II, LLC)

1. Registered Patents and Patent Applications

None

2. U.S. Registered Trademarks

None

3. Trade Names

None

4. Registered Copyrights

None

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

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

(Plano Molding International, Inc.)

5. Registered Patents and Patent Applications

None

6. U.S. Registered Trademarks

None

7. Trade Names

None

8. Registered Copyrights

None