

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Patent, Trademark and Copyright Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Plano Molding Company		05/17/2012	CORPORATION: ILLINOIS
Plano Molding, LLC		05/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
Plano International, Inc.		05/17/2012	CORPORATION: ILLINOIS
HHS IP, LLC		05/17/2012	LIMITED LIABILITY COMPANY: ILLINOIS
PJLL, LLC		05/17/2012	LIMITED LIABILITY COMPANY: ILLINOIS
PSV II, LLC		05/17/2012	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3944979	CABOODLES
Registration Number:	3931673	CABOODLES
Registration Number:	3997668	HYDRO-FLO
Registration Number:	4037846	IN-MY-CASE
Registration Number:	4043361	MANTA
Serial Number:	85264963	PPP PLANO

CH \$165.00 3944979

**CORRESPONDENCE DATA**

Fax Number: 4125621041

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301590
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	05/23/2012

**Total Attachments: 42**

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

THIS SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of May 17, 2012, is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "Pledgor" collectively, the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below (the "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 Plano Molding Company (the "Borrower"), the Guarantors a party thereto (the "Guarantors"), the Lenders a party thereto (the "Lenders") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower; and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

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

1. Defined Terms.

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

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

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and the Providers, 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 represents and warrants and covenants 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 Permitted Liens, including pledges, assignments, licenses, and shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate or limited liability company power and authority, as applicable, 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 the Administrative Agent;

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

(j) such Pledgor shall preserve its existence as a corporation, partnership or limited liability company, as applicable, 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 such 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 and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor; and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

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

6. If, before the Payment in Full of Secured Obligations, any Pledgor shall own any new federally registered trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Each Pledgor and the 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. The 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, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to the Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the 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 the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the 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 the 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 the 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 the Pledgors shall have made Payment In Full of the Secured Obligations (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 the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors' full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto. Upon such termination, the Administrative Agent will execute and deliver to the Pledgors a proper instrument or instruments (including UCC termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the Pledgors such of the Collateral as may be in the possession of the 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 the 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 the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations 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 the 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 Payment in Full of Secured Obligations, 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 the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the 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 the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the 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 the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

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

14. All of the 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 not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender - Provided Interest Rate Hedge or Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15.

(a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender - Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender - Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however,

that no Pledgors may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to conflict of laws principles other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any courts of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

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

22. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, 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. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (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 the Administrative Agent its attorney-in-fact, and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. This Agreement hereby amends and restates, in its entirety, that certain Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of December 23, 2010, 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 Amended and Restated Credit Agreement dated as of December 23, 2010, 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.

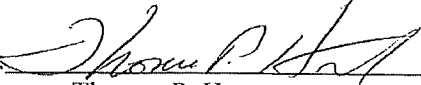
26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**[SIGNATURE PAGE 1 OF 3 — SECOND 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

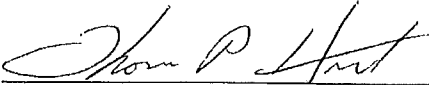
By:  (SEAL)  
Name: Thomas P. Hurt  
Title: President

**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: Rodrigo Cruz  
Title:

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

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

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

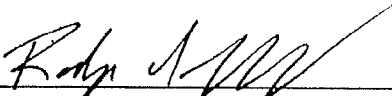
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**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: Rodrigo Cruz  
Title: *AUTORIZADO Afirmar*

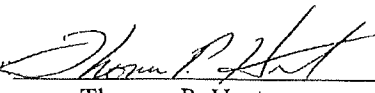
**PLANO INTERNATIONAL, INC.**, an Illinois corporation

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

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

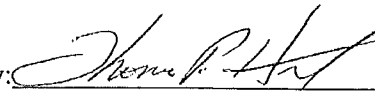
**HHS IP, LLC**, an Illinois limited liability company

By: Plano Molding Company, an Illinois  
corporation, Manager

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


**PJLL, 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 – SECOND AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: Carla L. Kehres  
Name: Carla L. Kehres  
Title: Senior Vice President

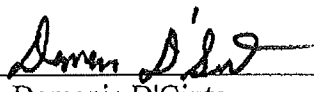
By: \_\_\_\_\_  
Name: Domenic D'Ginto  
Title: Senior Vice President



[SIGNATURE PAGE 3 OF 3 – SECOND AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: \_\_\_\_\_  
Name: Carla L. Kehres  
Title: Senior Vice President

By:  \_\_\_\_\_  
Name: Domenic D'Ginto  
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.

## Pending Plano 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
27343.00.0057	US	11/278,573	4/4/2006	Abandoned	UTILITY CASE
2054327-5001US	US	12/496,213	7/1/2009	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
2054327-5013PR	US	61/323,677	4/13/2010	Expired	BOW CASE
2054327-5016WO	PCT	US10/039172	6/18/2010	Expired	UTILITY BOX LID
2054327-5021PR	US	61/503,218	06/20/2011	Pending	CASE FOR CROSSBOW
2054327-5022WO	PCT	US10/057610	11/20/2010	Pending	CONTAINER ASSEMBLY
2054327-5012C1	US	13/036,500	2/28/2011	Pending	CONTAINER ASSEMBLY
2054327-5027US	US	13/086,224	4/13/2011	Pending	COMBINATION BOW CASE
2054327-5029D2	US	13/109,587	9/8/2011	Pending	TACKLE CONTAINER WITH REMOVABLE INSERTS HAVING COAXIALLY NOTCHED POSTS
2054327-5023PR	US	61/560,951	11/17/2011	Pending	SHELVING PANEL CONNECTOR
2054327-5028WO	PCT	US11/032328	4/13/2011	Pending	BOW CASE
2054327-5063AU	AU	2010266553	6/18/2010	Abandoned	UTILITY BOX LID
2054327-5064CA	CA	CA2766557	6/18/2010	Pending	UTILITY BOX LID
2054327-5065CN	CN	CN	6/18/2010	Abandoned	UTILITY BOX LID
2054327-5066EP	EP	1480773	6/18/2010	Abandoned	UTILITY BOX LID
2054327-5069DES	US	29/418,488	4/17/2012	Pending	HYDRO-FLO UTILITY BOX
	CA	2480926	9/4/2008	Abandoned	UTILITY CASE

PATENT #	SERIAL #	TITLE	ISSUE DATE	EXPIRATION DATE	NEXT MAINTENANCE FEE DUE DATE
5,394,638	08/065,435	Fishing Bait and Tackle Organizer	March 7, 1995	March 7, 2007	N/A
5,632,113	08/399,928	Fishing bait and tackle organizer	May 27, 1997	May 27, 2014	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	N/A
6,129,210	09/498,331	Utility box wrap	Oct 10, 2000	Feb 4, 2020	April 10, 2012
6,161,665	09/245,257	Utility bag	Dec 19, 2000	Feb 5, 2019	June 19, 2012
6,390,294	09/694,187	Case for Archery Equipment	May 21, 2002	Oct 23, 2020	November 21, 2013
6,571,946	10/120,914	Case for archery equipment	Jun 3, 2003	Oct 23, 2020	December 3, 2014
6,595,356	10/142,344	Golf club transport case	Jul 22, 2003	May 10, 2022	January 22, 2015
6,619,768	10/084,422	Portable storage container	Sep 16, 2003	Sep 16, 2007	N/A
6,662,944	9/993,581	Firearm carrying case	Dec 16, 2003	Nov. 6, 2021	June 16, 2015
6,796,443	10/282,594	Carousel	Sep 28, 2004	Sep 28, 2008	N/A
6,860,059	9/862,939	Spinner bait tackle organizer with compression catches	Mar 1, 2005	May 22, 2021	September 4, 2012

PATENT #	SERIAL #	TITLE	ISSUE DATE	EXPIRATION DATE	NEXT MAINTENANCE FEE DUE DATE
6,880,698	10/315,310	Arrow case	Apr 19, 2005	Oct. 23, 2020	October 19, 2012
6,920,977	10/287,573	Bow case	Jul 26, 2005	Nov. 4, 2022	January 28, 2013
6,959,811	9/862,890	Tackle container with nesting space	Nov 1, 2005	May 22, 2021	May 1, 2013
7,104,402	10/414,055	Case for sporting equipment	Sep 12, 2006	Apr 15, 2023	March 12, 2014
7,121,407	10/657,882	Utility case	Oct 17, 2006	Sept 8, 2023	April 17, 2014
7,299,584	10/951,741	Tackle container with interchangeable inserts	Nov 27, 2007	May 22, 2021	May 27, 2015
7,357,250	10/992,493	Storage case	Apr 15, 2008	Nov. 16, 2024	October 15, 2015
7,434,683	11/259,517	Protective case including rigid shell members	Oct 14, 2008	October 26, 2025	April 14, 2016
7,552,560	11/219,252	Tackle container with nesting spaces between interior barriers	Jun 30, 2009	May 22, 2021	December 31, 2012
7,694,808	11/428,889	Golf club transport case with tethered security pin	April 13, 2010	July 6, 2026	October 15, 2013
7,849,984	12/016,073	Collapsible Bag Mounting Structure and Collapsible Bag Associated Therewith	December 14, 2010	January 17, 2028	June 16, 2014

PATENT #	SERIAL #	TITLE	ISSUE DATE	EXPIRATION DATE	NEXT MAINTENANCE FEE DUE DATE
7,941,965	11/943,629	Tackle Container with Removable Inserts having Coaxially Notched Posts	May 17, 2011	May 22, 2021	November 17, 2014
8,141,723	11/894,118	Inverted Cell Honeycomb Structure Shelving	March 27, 2012	Aug 20, 2027	September 28, 2015
D326,378	07/435,293	Container rack	May 26, 1992	May 26, 2006	N/A
D347,322	29/000,432	Gun case	May 31, 1994	May 31, 2008	N/A
D349,402	29/008,307	Golf bag case	Aug 9, 1994	Aug 9, 2008	N/A
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

PATENT #	SERIAL #	TITLE	ISSUE DATE	EXPIRATION DATE	NEXT MAINTENANCE FEE DUE DATE
D520,734	29/203,306	Case	May 16, 2006	May 16, 2020	N/A
D527,181	29/223,404	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
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
D646,893	29/341,179	UTILITY BOX	Oct 18, 2011	Oct. 18, 2025	N/A

**FOREIGN PATENTS**

COUNTRY	SERIAL #	PATENT#	TITLE	ISSUE DATE
Europe	1192462-001	1192462	Utility Box Lid	Jan 28, 2010
Europe	0060130-002	1192462	Utility Box Lid	Jan 28, 2010
Canada	133264	133264	Utility Box Lid	Nov. 10, 2010

**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)*

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

2. U.S. Registered Trademarks

See attached.



**Plano Molding Company**

Trademark Report by Mark  
Status: ACTIVE

Printed: 4/20/2012

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>A CASE OF IDENTITY</b>							
UNITED STATES	T10137US00	4/6/2009	77/707,785	8/31/2010	3,842,523	REGISTERED	18
<b>AGGRESSOR</b>							
CANADA	T10148CA00	5/1/1996	811,356	4/8/1997	474,319	PEND-CANCL	N/A
<b>AIRGLIDE</b>							
UNITED STATES	T10120US00	9/21/1995	74/731,725	8/12/1997	2,088,166	REGISTERED	13
<b>AMERICA'S FAVORITE TACKLEBOXES</b>							
UNITED STATES	T10052US00	11/12/2004	78/516,308	4/11/2006	3,080,992	REGISTERED	28
<b>BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE</b>							
UNITED STATES	T10149US00	3/2/1999	75/652,356	11/28/2000	2,407,856	REGISTERED	28
<b>BOW GUARD</b>							
UNITED STATES	T10123US00	7/15/1988	73/740,112	5/2/1989	1,537,489	REGISTERED	28
<b>BOWMAX</b>							
UNITED STATES	T10103US00	3/13/2003	78/225,315	3/16/2004	2,823,365	REGISTERED	28
<b>BOWMAX (Stylized and Design)</b>							
UNITED STATES	T10102US00	3/13/2003	78/225,370	3/16/2004	2,823,366	REGISTERED	28
<b>C (Stylized)</b>							
BRAZIL	T10110BR00	3/6/2002	824412842	5/29/2007	824412842	PEND-CANCL	03
HONG KONG	T10110HK00	7/12/2000	15443/2000	7/12/2000	2002B00807	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
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
VIETNAM	T10110VN00	12/17/2002	4-2002-08365	2/11/2004	4-0052698-000	PEND-CANCL	03

**CABOODLES**

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
CANADA	T10124CA00	4/6/1988	604,209	7/28/1989	TMA359,008	REGISTERED	N/A
CANADA	T10124CA01	2/26/1998	870,539	9/22/1999	516,767	REGISTERED	N/A
CHINA	T10124CN01	7/4/1989	8,922,086	5/20/1990	519769	REGISTERED	20
EUROPEAN UNION	T10124EU00	7/1/1999	001238328	7/20/2000	001238328	REGISTERED	03,18,20
FRANCE	T10124FR00	4/27/1988	923,244	4/27/1988	1,462,464	REGISTERED	18

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>CABOODLES continued . . .</i>							
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	T10124JP01	4/14/1988	63-043757	2/26/1993	2,510,835	REGISTERED	18,21
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	03
PERU	T10124PE01	3/25/1997	034956	9/3/1997	38785	REGISTERED	18
SOUTH AFRICA	T10124ZA00	8/21/1992	92/7039	8/21/1992	92/7039	REGISTERED	18
SOUTH KOREA	T10124KR00	9/8/2000	42897/2000	11/4/2002	534133	PEND-CANCL	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
UNITED KINGDOM	T10124GB00	5/12/1988	1,344,231	12/1/1989	1,344,231	REGISTERED	20
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
VIETNAM	T10124VN00	4/19/2002	4-2002-02113	6/17/2003	4-0047657-000	PEND-CANCL	03
<b>CABOODLES (and Design)</b>							
PERU	T10138PE00	3/25/1997	034957	9/3/1997	038786	REGISTERED	18
UNITED STATES	T10138US00	4/6/2009	77/07,799	4/12/2011	3,944,979	REGISTERED	18
<b>CABOODLES (Stylized and Design)</b>							
CHINA	T10164CN00	7/4/1989	8,922,087	5/29/1990	520601	REGISTERED	20
<b>CABOODLES (Stylized)</b>							
MEXICO	T10138MX00	6/29/1992	143,515	6/29/1992	441009	REGISTERED	18

SOUTH AFRICA	T10138ZA00	8/21/1992	92/7040	8/21/1992	7040/92	REGISTERED	18
SPAIN	T10138ES00	6/17/1992	1707809	6/17/1992	1707809	REGISTERED	18
SWITZERLAND	T10138CH00	5/26/1992	4116/92	5/26/1992	398614	REGISTERED	18
UNITED STATES	T10138US01	4/6/2009	77/707,804	3/15/2011	3,931,673	REGISTERED	18
<b>CABOODLES OF CALIFORNIA</b>							
UNITED STATES	T10126US00	7/1/1987	73/669,540	3/15/1988	1,480,806	REGISTERED	18
<b>CABOODLES of CALIFORNIA (Design)</b>							
AUSTRALIA	T10164AU00	4/8/1988	485010	4/8/1988	485010	REGISTERED	N/A
CANADA	T10164CA00	4/6/1988	604,208	11/10/1989	363,335	REGISTERED	20
HONG KONG	T10164HK00	4/13/1988	1911/1988	4/13/1988	19902142	REGISTERED	20
UNITED KINGDOM	T10164GB00	5/12/1988	1,344,232	4/27/1990	1,344,232	REGISTERED	20

COUNTRY REFERENCE# FILED APPL# REGDT REG# STATUS CLASSES

**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

**CAMERA GUARD**

UNITED STATES T10166US00 12/20/1990 74,125,315 6/29/1993 1,779,511 REGISTERED 09

**CAMPMATE**

EUROPEAN UNION T10269EU00 2/28/2002 002580694 5/21/2003 002580694 PEND-CANCL 21

**CREATIVE OPTIONS**

AUSTRALIA T10111AU00 12/6/2007 12,141,93 7/25/2008 12,141,93 REGISTERED 16,18,20

CANADA T10237CA00 4/6/2009 1,433,618 9/22/2010 TMA77,808 REGISTERED N/A

EUROPEAN UNION T10111EU00 12/12/2007 006508196 9/23/2008 006508196 REGISTERED 16,18,20

UNITED STATES T10111US00 5/1/2007 77,169,731 5/13/2008 3,425,567 REGISTERED 16,18,21

**DIABOLIK**

UNITED STATES T10099US00 12/17/2003 78,342,106 8/30/2005 2,990,516 PEND-CANCL 28

**DRI-LOC**

CANADA T10119CA00 11/22/1996 829,648 3/2/1998 490,662 REGISTERED N/A

UNITED STATES T10119US00 5/22/1996 75,108,039 10/8/2002 2,631,988 REGISTERED 28

**FIELD LOCKER**

UNITED STATES T10168US00 9/15/1994 74,574,393 3/19/1996 1,962,851 REGISTERED 13,28

**FLIPSIDER**

UNITED STATES T10096US00 7/21/2005 78,675,158 6/27/2006 3,109,384 REGISTERED 28

**GARAGE LOGIC**

UNITED STATES T10108US00 1/22/2003 78,205,827 11/1/2005 3,011,953 PEND-CANCL 20

**GOLF GUARD**

CANADA T10170CA00 8/4/1993 734,455 5/24/1996 457,660 REGISTERED N/A

EUROPEAN UNION	T10170EU00	6/11/2001	002251007	10/7/2002	002251007	REGISTERED	28
UNITED STATES	T10170US00	6/10/1993	74/400,208	4/25/1995	1,891,771	REGISTERED	28
<b>GUN GUARD</b>							
UNITED STATES	T10112US00	3/12/2002	76/381,768	8/26/2003	2,757,268	REGISTERED	06,09
UNITED STATES	T10112US01	7/17/1974	73/026,999	12/2/1975	1,026,167	REGISTERED	13
<b>GUNSLINGER</b>							
UNITED STATES	T10116US00	2/11/2000	75/930,121	1/15/2002	2,529,141	REGISTERED	13
<b>HUNTERLOGIC</b>							
UNITED STATES	T10115US00	11/15/1999	75/849,288	11/19/2002	2,652,289	REGISTERED	28
<b>HYDRO-FLO</b>							
UNITED STATES	T10948US00	12/27/2010	85/206,161	7/19/2011	3,997,668	REGISTERED	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES	
<b>IN-MY-CASE</b>								
UNITED STATES	T11223US00	2/18/2011	85/245,676	10/11/2011	4,037,846	REGISTERED	18,14	
<b>JAMMERS</b>								
UNITED STATES	T10122US00	2/3/1992	74/242,333	10/12/1993	1,797,859	REGISTERED	20	
<b>LIQUA-BAIT LOCKER</b>								
UNITED STATES	T09885US00	7/22/2009	77/786,907	4/6/2010	3,770,498	REGISTERED	21	
<b>MAGNUM</b>								
UNITED STATES	T10117US00	11/8/1999	75/843,009	2/6/2001	2,426,630	REGISTERED	20	
<b>MANTA</b>								
UNITED STATES	T10848US00	12/27/2010	85/206,157	10/18/2011	4,043,361	REGISTERED	28	
<b>PILLARLOCK</b>								
UNITED STATES	T10109US00	2/13/2008	77/396,306	9/16/2008	3,501,592	REGISTERED	13,28	
<b>PLANO</b>								
ARGENTINA	T10127AR00	9/29/1994	1939373	7/4/1995	2060566	REGISTERED	28	
AUSTRALIA	T10127AU01					PROPOSED	22	
BELARUS	T10127BY00	5/27/2010	20101982			PENDING	28,20,21 13	
BENELUX	T10127BX00	4/28/1988	63062	3/6/1989	449171	REGISTERED	28	
BRAZIL	T10127BR00	12/29/1994	818279150	10/15/1996	818279150	REGISTERED	28	
CANADA	T10127CA00	4/26/1988	605,745	7/14/1989	358,450	REGISTERED	N/A	
CHINA	T10127CN01	9/3/1988	8830164	9/30/1989	362467	REGISTERED	28	
CHINA	T10127CN02	7/5/2011	9683821			PENDING	13	
CHINA	T10127CN03	7/5/2011	9683820			PENDING	20	
CHINA	T10127CN04	7/5/2011	9683819			PENDING	28	
EUROPEAN UNION	T10127EU00	6/17/2005	004507265	9/16/2010	004507265	REGISTERED	08,13,18 28	
FEDERATION OF RUSSIA	T10127RU004/21/1997			97705729	1/19/1999	171329	REGISTERED	28
FRANCE	T10127FR00	5/5/1988	925,060	5/5/1988	1463733	REGISTERED	03,20	

HONG KONG	T10127HK00	4/29/1988	2404/1988	4/29/1988	19893679	REGISTERED	28
ITALY	T10127IT00	5/20/1988	RM2008c002523	4/6/1990	RM2008C002523	REGISTERED	28
JAPAN	T10127JP00	7/25/1988	2005-525900	2/28/1995	2703976	REGISTERED	28,31
JAPAN	T10127JP02	7/4/2011	2011-46554			PENDING	13,20,28
KAZAKHSTAN	T10127KZ00	5/12/2010	50564	7/15/2011	35817	REGISTERED	20
MEXICO	T10127MX00	10/14/1994	215515	1/30/1997	540774	REGISTERED	28
SINGAPORE	T10127SG00	5/6/1988	S/2193C	11/30/1990	T88/02193C	REGISTERED	28
TAIWAN	T10127TW00	6/23/1988	77/29037	4/16/1989	439,063	REGISTERED	50
THAILAND	T10127TH00	7/6/2011	811887			PENDING	13
THAILAND	T10127TH01	7/6/2011	811888			PENDING	20
THAILAND	T10127TH02	7/6/2011	811889			PENDING	28
UKRAINE	T10127UA00	3/11/1997	97030635/T	3/11/1997	18125	REGISTERED	28



COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PLANO <i>continued...</i>							
UNITED KINGDOM	T10127GB00	11/5/1990	1446047	6/26/1992	1446047	REGISTERED	20,28
UNITED STATES	T10127US00	1/21/1970	72/349,140	9/15/1970	0,898,673	REGISTERED	22
VIETNAM	T10127VN00	7/5/2011	4-2011-13593			PENDING	13,20,28
<b>PLANO (and Design)</b>							
AUSTRIA	T10663AT00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
BENELUX	T10663BX00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
BULGARIA	T10663BG00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
CROATIA	T10663HR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
CYPRUS	T10663CY00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
CZECH REPUBLIC	T10663CZ00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
EGYPT	T10663EG00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
FINLAND	T10663FI00	8/18/2005	876010	8/18/2005	876010	REGISTERED	20
FRANCE	T10663FR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	08,20
GREECE	T10663GR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,20
IRAN	T10663IR00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
ITALY	T10663IT00	5/3/2005	n/a	8/18/2005	971821	REGISTERED	06,08,20
LITHUANIA	T10663LT00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
NORWAY	T10663NO00	8/18/2005	876010	8/18/2005	876010	REGISTERED	20
POLAND	T10663PL00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06
SLOVAK REPUBLIC	T10663SK00	8/18/2005	876010	8/18/2005	876010	REGISTERED	06,08,20
SLOVENIA	T10663SI00	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
<b>PLANO (Logo)</b>							
IRELAND	T10173IE00	11/5/1990	1990/06400	2/4/1994	142579	REGISTERED	20

PPP PLANO Logo (Black & Yellow)

CHINA	T10663CN00	9683816	7/5/2011	9683816				PENDING	28
CHINA	T10663CN01	9683818	7/5/2011	9683818				PENDING	13
CHINA	T11444CN00	9683817	7/5/2011	9683817				PENDING	20
EUROPEAN UNION	T11444EU00	009957879	5/11/2011	009957879	10/28/2011	009957879		REGISTERED	13,20,28
JAPAN	T11444JP00	2011-46555	7/4/2011	2011-46555	10/28/2011	5447026		REGISTERED	13,20,28
MEXICO	T10663MX00	1162934	3/14/2011	1162934	7/14/2011	1227374		REGISTERED	13
MEXICO	T10663MX01	1162937	3/14/2011	1162937				PENDING	20
MEXICO	T10663MX02	1162939	3/14/2011	1162939	7/20/2011	1228501		REGISTERED	28
THAILAND	T10663TH00	811891	7/6/2011	811891				PENDING	20
THAILAND	T10663TH01	811892	7/6/2011	811892				PENDING	28

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
THAILAND	PPP PLANO Logo (Black & Yellow) continued . . . T11444TH00	7/16/2011	818890			PENDING	13
UNITED STATES	T10173US00	3/11/2011	85/264,963			PENDING	28,13,20
VIETNAM	T10663VN00	7/5/2011	4-2011-13594			PENDING	13,20,28
UNITED STATES	<b>PROLATCH</b> T10098US00	6/28/2002	78/139,986	12/16/2003	2,796,183	REGISTERED	20
UNITED STATES	<b>PROMAX</b> T10105US00	2/25/2003	78/218,865	3/23/2004	2,825,167	REGISTERED	13
UNITED STATES	<b>PROMAX (Stylized and Design)</b> T10104US00	2/25/2003	78/218,876	4/20/2004	2,834,488	REGISTERED	13
UNITED STATES	<b>PROTECTOR SERIES</b> T10095US00	2/22/2006	78/820,563	9/4/2007	3,287,954	REGISTERED	28
UNITED STATES	<b>SEAL-TIGHT</b> T10174US00	11/25/1992	74/334,628	5/31/1994	1,838,387	REGISTERED	09
UNITED STATES	<b>SLOT-LOC</b> T10175US00	5/10/2004	76/591,567	9/20/2005	2,996,681	PEND-CANCL	28
UNITED KINGDOM	<b>STOWAWAY</b> T10100GB00	9/18/2003	2343828	2/13/2004	2343828	REGISTERED	28
UNITED STATES	T10100US00	7/2/2003	78/269,885	3/21/2006	3,070,063	REGISTERED	20,28
AUSTRALIA	<b>TACKLELOGIC</b> 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
UNITED STATES	<b>TAKE IT WHEREVER YOUR GAME TAKES YOU</b> T10176US00	12/7/2004	76/623,579	12/27/2005	3,034,027	PEND-CANCL	20,28

<b>TENZING</b>									
UNITED STATES	T11701US00	8/11/2011	85/395,485					ALLOWED	09,13,18 20,22,25 28
<b>TENZING TZ (Logo)</b>									
UNITED STATES	T11701US01	8/11/2011	85/395,490					ALLOWED	09,13,18 20,22,25 28
<b>X2 &amp; Design</b>									
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

**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.

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

*(Plano Molding Company) (continued)*

4. Registered Copyrights

None

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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

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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

Owner Trademark Report by Mark  
Status: ACTIVE

Printed: 5/8/2012 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>A CASE OF IDENTITY</b>							
UNITED STATES	T10137US00	4/6/2009	77/707,785	8/31/2010	3,842,523	REGISTERED	18
<b>C (Stylized)</b>							
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
<b>CABOODLES</b>							
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
<b>CABOODLES (and Design)</b>							
UNITED STATES	T10138US00	4/6/2009	77/707,799	4/12/2011	3,944,979	REGISTERED	18
<b>CABOODLES (Stylized)</b>							
UNITED STATES	T10138US01	4/6/2009	77/707,804	3/15/2011	3,931,673	REGISTERED	18
<b>CABOODLES OF CALIFORNIA</b>							
UNITED STATES	T10126US00	7/1/1987	73/669,540	3/15/1988	1,480,806	REGISTERED	18
<b>CABOODLES OF CALIFORNIA (Stylized &amp; Design)</b>							
UNITED STATES	T10125US00	7/27/1987	73/674,723	4/5/1988	1,483,451	REGISTERED	18
<b>CABOODLES SPORT (Stylized)</b>							
UNITED STATES	T10165US00	12/3/2007	77/342,656	5/12/2009	3,620,265	REGISTERED	18
<b>IN-MY-CASE</b>							
UNITED STATES	T11223US00	2/18/2011	85/245,676	10/11/2011	4,037,846	REGISTERED	18, 14

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LIST OF PATENTS, AND FEDERALLY REGISTERED  
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*(HHS IP, LLC) (continued)*

3. Trade Names

None

4. Registered Copyrights

None

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

*(PJJL, LLC)*

1. Registered Patents and Patent Applications

None

2. U.S. Registered Trademarks

None

3. Trade Names

None

4. Registered Copyrights

None

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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

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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