

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.I.G. THREE SIXTY, LLC		05/09/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	NATIONAL BANK: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1697770		
Registration Number:	1843248	BULLSHOOTER	
Registration Number:	1830363	BULLSHOOTER	
Registration Number:	1918914	CHUCK A LUCK DARTS	
Registration Number:	2668788	ARACHNID	
Registration Number:	2820441	HOT BUTTON	
Registration Number:	3086034	HOT BUTTON	
Registration Number:	3775317	ARACHNET	
Registration Number:	2071881	ARACHNID	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8159878900		
Email:	DHUNTLEY@WILMAC.COM		
Correspondent Name:	TIMOTHY J. ROLLINS		
Address Line 1:	120 W. STATE ST STE 400		
Address Line 4:	ROCKFORD, ILLINOIS 61101		
NAME OF SUBMITTER:	DANIEL A. HUNTLEY		

OP \$240.00 1697770

SIGNATURE:	S/DANIEL A. HUNTLEY/
DATE SIGNED:	05/15/2014
Total Attachments: 9 source=Patent and Trademark Security Agmt (Signed)#page1.tif source=Patent and Trademark Security Agmt (Signed)#page2.tif source=Patent and Trademark Security Agmt (Signed)#page3.tif source=Patent and Trademark Security Agmt (Signed)#page4.tif source=Patent and Trademark Security Agmt (Signed)#page5.tif source=Patent and Trademark Security Agmt (Signed)#page6.tif source=Patent and Trademark Security Agmt (Signed)#page7.tif source=Patent and Trademark Security Agmt (Signed)#page8.tif source=Patent and Trademark Security Agmt (Signed)#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2014, by B.I.G. THREE SIXTY, LLC, an Illinois limited liability company (the "Grantor"), in favor of BMO HARRIS BANK N.A. ("Lender").

RECITALS

A. The Grantor and/or its affiliates have entered into a Business Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Business Loan Agreement") with various financial institutions and Lender, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Lender pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Business Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Business Loan Agreement, the Grantor and Lender agree as follows:

I. Definitions. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

"Loan" means any and all loans and financial accommodations from lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

"Indebtedness" shall mean and include without limitation all obligations of Borrower to Lender under the Business Loan Agreement and under this Agreement, together with all other obligations, any premiums, debts and liabilities of Borrower to Lender or any affiliate of Lender, or any one or more of them, as well as all claims by Lender or any affiliate of Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter

may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable, and including but not limited to all obligations to perform acts or refrain from taking any action and any obligations of Borrower owing to Lender.

“Related Documents” means all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

II. Security Interest. The Grantor does hereby grant to the Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

The security interest granted herein is granted to Lender for the benefit of itself and as representative for the benefit of its affiliates. This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and subject to limitations set forth therein.

III. Events of Default. Upon the occurrence of any of the Events of Default specified below, Lender may, without notice or demand to Borrower of any kind, accelerate the maturity of all of the Indebtedness, which shall immediately thereupon become due and payable in full:

- a) occurrence of an Event of Default under the Business Loan Agreement.
- b) Borrower fails to make any payment when due under the Loan; or
- c) Borrower fails to comply with or perform any other term, obligation, covenant, or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower; or
- d) Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.
- e) Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; or
- f) The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower; or
- g) This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason; or
- h) Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by a governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the

creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute; or

- i) Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness; or
- j) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired; or
- k) Lender in good faith believes itself insecure; or
- l) The Collateral, or any material part thereof, is damaged or destroyed by fire or other casualty and the cost to rebuild or reconstruct exceeds the face amount of insurance actually collected or in the process of collection through diligent efforts of Borrower or any Guarantor, and if Borrower or any Guarantor fails to deposit or to cause to be deposited with the Bank the deficiency within thirty (30) days after the Bank's written request therefore, unless such deficiency is less than \$100,000; or
- m) An order of condemnation by eminent domain proceedings is entered with respect to the Premises or any part thereof and is not dismissed or stayed within sixty (60) days after such order is entered; or
- n) If, prior to the Bank's filing of the Mortgage or Security Agreement showing Borrower as debtor, any other mortgage or security agreement showing Borrower as debtor and describing any of the Collateral shall be filed by a third party.

IV. Cross-Collateralization. In addition to the Business Loan Agreement, this Agreement secures the following described additional indebtedness: **all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, as well as all claims by Lender against Borrower, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Business Loan Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.** However, this Agreement does not secure any Swap Obligation of Borrower if, and to the extent that, all or any portion of the security provided for herein with respect to such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*) or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the undersigned's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time this Agreement becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the

portion of such Swap obligation that is attributable to swaps for which such security is or becomes illegal. "Swap Obligation" means any obligation of Borrower to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

V. Miscellaneous. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Business Loan Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

VI. SBA Mandated Language. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

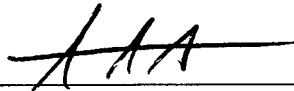
- a) When SBA is the holder of the Note, this document and all document evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

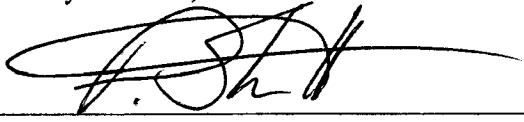
[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

B.I.G. THREE SIXTY, LLC,
an Illinois limited liability company



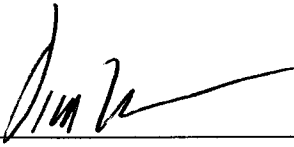
Anthony P. Beall, Member



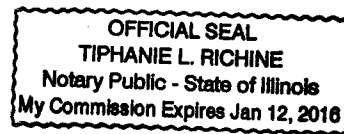
P. Shawn Beall, Member

Acknowledged:

BMO HARRIS BANK N.A.

By: 

Title: _____

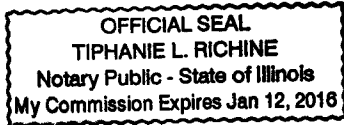



*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 005280 FRAME: 0523

STATE OF ILLINOIS)
) ss
COUNTY OF WINNEBAGO)

On this 9th day of May, 2014, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.




Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Country	Mark	Status	Reg. No.	Reg. Date	Renewal Date
Germany	Bullshooter	Registered	2104861	08-Jun-98	31-Dec-23
France	Bullshooter	Registered	497344	20-Dec-93	31-Dec-23
Spain	Bullshooter	Registered	1798133	05-Sep-94	11-Jan-24
Benelux	Bullshooter	Registered	545781	03-Nov-94	09-Dec-23
Japan	Arachnid Inc. and design	Registered	2266923	21-Sep-90	21-Sep-20
United States	Target design	Registered	1697770	30-Jun-92	30-Jun-22
United States	Bullshooter	Registered	1843248	05-Jul-94	05-Jul-14
United States	Bullshooter	Registered	1830363	12-Apr-94	12-Apr-24
United States	Chuck A Luck Darts	Registered	1918914	12-Sep-95	12-Sep-15
Germany	Arachnid	Registered	39631908	14-Nov-96	31-Jul-16
United States	Arachnid	Registered	2071881	17-Jun-97	17-Jun-17
China P.R.	Arachnid	Registered	1485110	07-Dec-00	06-Dec-20
China P.R.	Bullshooter	Registered	1475441	14-Nov-00	13-Nov-20
China P.R.	Bullshooter	Registered	1485109	07-Dec-00	06-Dec-20
United States	Arachnid and Dart Design	Registered	2668788	31-Dec-02	31-Dec-22
United States	Hot Button	Registered	2820441	02-Mar-04	02-Mar-14
United States	Hot Button and Design	Registered	3086034	25-Apr-06	25-Apr-16
United States	Arachnet	Registered	3775317	13-Apr-10	13-Apr-20

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Country</u>	<u>Patent No.</u>	<u>Patent App. Serial No</u>	<u>Patent App. Filing Date</u>	<u>Title</u>	<u>Issue Date</u>	<u>Status</u>
US	7,384,341	10/737,054	12/16/2003	Parlor Game	6/10/2008	Patented
US	7,402,793	11/363,795	2/28/2006	System And Method For Controlling And Energizing A Rotating Object	7/22/2008	Patented
US	8,016,687	11/940,372	11/15/2007	Parlor Game	9/13/2011	Patented
US	8,118,696	12/823,634	6/25/2010	Virtual Shuffleboard	2/21/2012	Patented
US	8,342,925	12/563,370	9/21/2009	Simulated Game Apparatus Of A Virtual Shuffleboard With Detection System For A Real Puck	1/1/2013	Patented
FR	63751A637 524	13893	7/3/2001	Electronic Dart Game	9/14/2001	Patented
US	D448,809	29/132,705	4/26/2001	Electronic Dart Game	10/2/2001	Patented
US	D468,368	29/145,091	7/16/2001	Game Base Design	1/7/2003	Patented
US	5,401,033 ¹	8/201,652	2/25/1994	Dart Game with Random Target Number Generator	3/28/1995	Patented
US	D414521	29/097,770	12/14/1998	Electronic Dart Game	9/28/1999	Patented
ES		P201090041	10/8/2010	System And Method For Communicating And Compiling Game Play Information		Pending
JP		2014512146	11/25/2013	Multi-Target Dart Game		Pending
US		13/480,873 ²	5/25/2012	Multi-Target Dart Game		Pending
EP		12788860.0	1/26/2013	Multi-Target Dart Game		Pending

¹ This patent currently is owned by Martin Automatic, Inc., an Illinois corporation, but will be assigned to Arachnid, Inc. prior to the Closing unless it is determined that the patent is expired.

² The U.S. PTO issued an office action with respect to this patent application on March 11, 2014, requiring a response by June 11, 2014.