

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371269

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Fishin' Company		01/29/2016	CORPORATION: DELAWARE
MAAK Enterprises, Inc.		01/29/2016	CORPORATION: DELAWARE
The Fishin' Co. Holding, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Santander Bank, N.A. as agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78160777	FISHIN'
Serial Number:	78717010	FISHIN
Serial Number:	77348867	BOATLOAD BAG
Serial Number:	77348871	BOATLOAD BOX
Serial Number:	77040579	FISH FOREVER
Serial Number:	77040571	FISHIN' FOREVER
Serial Number:	77409137	JOLLY GOOD!

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-294-2684
 Email: trademarkny@winston.com
 Correspondent Name: Blaise Latella
 Address Line 1: 200 Park Avenue
 Address Line 2: Winston & Strawn LLP
 Address Line 4: New York, NEW YORK 10166

CH \$190.00 78160777

ATTORNEY DOCKET NUMBER:	12477.5
NAME OF SUBMITTER:	Blaise Latella
SIGNATURE:	/Blaise Latella by trademarkny/
DATE SIGNED:	01/29/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated January 29, 2016, is made by The Fishin’ Company, a Delaware corporation (“**FCO**”), MAAK Enterprises, Inc., a Delaware corporation (“**MAAK**” and, together with FCO, each a “**Borrower**” and, collectively, the “**Borrowers**”), The Fishin’ Co. Holding, LLC, a Delaware limited liability company (“**Holdings**” and, together with the Borrowers, each a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Santander Bank, N.A. as agent (“**Agent**”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, The Grantors have entered into a Loan Agreement dated as of January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Santander Bank, N.A., as Agent, and the Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Loan Agreement, each Grantor has executed and delivered that certain Security Agreement dated January 29, 2016, made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such trademark under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

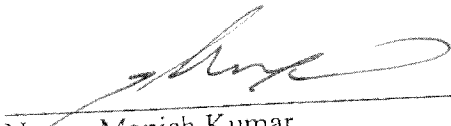
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS


THE FISHIN' COMPANY

by


Name: Manish Kumar
Title: Chief Executive Officer

MAAK ENTERPRISES, INC.

by


Name: Manish Kumar
Title: Chief Executive Officer

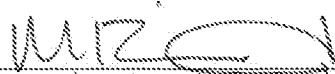
THE FISHIN' COMPANY HOLDING,
LLC

by


Name: Manish Kumar
Title: Sole Member

AGENT:

SANTANDER BANK, N.A.

By: 
Name: Michael P. Richard
Title SUP

Schedule A

Patents

None.

Schedule B

Trademarks

<u>Owner</u>	<u>Title</u>	<u>Application / Patent No.</u>	<u>Country</u>
The Fishin' Company	Fishin'	78/160777	USA
	Fishin	78/717010	USA
	Boatload Bag	77/348867	USA
	Boatload Box	77/348871	USA
	Fish Forever	77/040579	USA
	Fishin' Forever	77/040571	USA
	Jolly Good!	77/409137	USA

Schedule C

Copyrights

None.