OP \$40.00 4939889

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM436798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bowie X James, LLC		06/29/2017	Corporation:

RECEIVING PARTY DATA

Name:	Equity Bank	
Street Address:	7701 E. Kellogg, Suite 100	
City:	Wichita	
State/Country:	KANSAS	
Postal Code:	67207	
Entity Type:	Corporation: KANSAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4939889	BOWIE X JAMES

CORRESPONDENCE DATA

Fax Number: 3166308101

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: 316-630-8100

Email: ankovar@twgfirm.com

Correspondent Name: Andrew N. Kovar

Address Line 1: 2959 N. Rock Rd., Suite 300
Address Line 4: Wichita, KANSAS 67226

NAME OF SUBMITTER:	Andrew N. Kovar
SIGNATURE:	/Andrew N. Kovar/
DATE SIGNED:	07/27/2017

Total Attachments: 6

source=DOCS-#562511-v1-IP_Security_Agreement_(executed)Equity_Horton_Bay#page1.tif
source=DOCS-#562511-v1-IP_Security_Agreement_(executed)Equity_Horton_Bay#page2.tif
source=DOCS-#562511-v1-IP_Security_Agreement_(executed)Equity_Horton_Bay#page3.tif
source=DOCS-#562511-v1-IP_Security_Agreement_(executed)Equity_Horton_Bay#page4.tif
source=DOCS-#562511-v1-IP_Security_Agreement_(executed)Equity_Horton_Bay#page5.tif
source=DOCS-#562511-v1-IP_Security_Agreement_(executed)Equity_Horton_Bay#page6.tif

TRADEMARK REEL: 006115 FRAME: 0427

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of June 29, 2017, is made by Horton Bay Holdings, LLC, a Kansas limited liability company, Hadley Development, LLC, Realm Brands, LLC, Norcon LLC, Three Shots, LLC, Valance Outdoors, LLC, Bowie X James, LLC, Workshopstudios, LLC (the "Grantors") in favor of Equity Bank (the "Secured Party").

WHEREAS, Grantors have entered into a Loan and Security Agreement dated as of June 29, 2017 (the "Loan Agreement"), with the Secured Party.

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors jointly and severally agree with the Secured Party as follows:

- 1. <u>Grant of Security</u>. Grantors hereby pledge and grant to the Secured Party a security interest in and to all of the right, title and interest of such Grantors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");
 - (b) the trademark registrations and applications set forth in Schedule 2 hereto, including all State and Federal registrations, and all other trademarks and servicemarks which Grantors own, have been licensed, or otherwise have rights in under applicable law, all together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - (c) the copyright registrations and applications, including copyright registrations and applications exclusively licensed to Grantors, set forth in Schedule 3 hereto, and all extensions and renewals thereof, and all other copyrights which Grantors own, has been licensed, or otherwise has rights in under applicable law (the "Copyrights");
 - (d) all rights of any kind whatsoever of Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution,

#559232

misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Recordation</u>. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.
- 3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
- 4. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Kansas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction).
- 6. Entire Understanding. This IP Security Agreement and the documents executed concurrently herewith contain the entire understanding between Grantors and Secured Party and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by the Grantors' and Secured Party's respective officers. Neither this IP Security Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

Horton Bay Holdings, LLC, a Kansas limited liability company

Michael Northrup, Manager

Hadley Development, LLC, a Kansas limited liability company

Michael Northrup, Manager

Realm Brands, LLC, a Kansas limited liability company

Norcon LLC, a Nevada limited liability company

Michael Northrup, Manager

Three Shots LLC,

a Kansas limited liability company

Michael Northrup, Manager

Valance Outdoors, LLC,

a Texas limited liability company

. •

Michael Northrup, Manager

Michael Northrup, Manager

Bowie X James, LLC,

a Kansas limited liability company

Workshopstudios LLC,

a Kansas limited liability company

Michael Northrup, Manager

Schedule 1

PATENTS AND PATENT APPLICATIONS

None

TRADEMARK
REEL: 006115 FRAME: 0431

Schedule 2 TRADEMARKS

United States Trademark Registration Serial No. 4,939,889 for "Bowie X James"

All other trademarks claimed under common law.

TRADEMARK REEL: 006115 FRAME: 0432

Schedule 3 COPYRIGHTS

All unregistered copyrights.

RECORDED: 07/27/2017

TRADEMARK REEL: 006115 FRAME: 0433