

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zelda, LLC		12/30/2014	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Great Western Bank		
Street Address:	14 St. Joseph Street		
City:	Rapid City		
State/Country:	SOUTH DAKOTA		
Postal Code:	57701		
Entity Type:	Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	86834573	GEARLINE	
Serial Number:	86831723	MPR	
Serial Number:	86598470	HUNTER FMJ	
Serial Number:	86598461	HUNTER JHP	
Serial Number:	86598449	HUNTER HC	
Serial Number:	86613992	ALWAYS...ONE STEP AHEAD	
Serial Number:	86600195	ALL BULLETS ARE NOT CREATED EQUAL	
Serial Number:	86598636	PERFORMANCE MATCH	
Serial Number:	86504355	PDA	
Serial Number:	86504484	JHP	
Serial Number:	86598435	CORBON	
Serial Number:	86504342	CORBON HUNTER	
Serial Number:	86504516	PERFORMANCE DRIVEN AMMUNITION	
Serial Number:	86183516	CORBON SHOOTING COMPLEX	
Serial Number:	86183513	COR BON	
Serial Number:	86142079	URBAN RESPONSE	
Serial Number:	85292301	COR-BON	
Serial Number:	85057775	EXPEDITION HUNTER	
Serial Number:	77887012	GLASER	
TRADEMARK			

OP \$665.00 86834573

Property Type	Number	Word Mark
Serial Number:	77535412	DPX
Serial Number:	77535406	DPX
Serial Number:	77508348	POW'RBALL PREMIUM SELF-DEFENSE AMMUNITIO
Serial Number:	77508339	POW'RBALL
Serial Number:	77478604	GLASER SAFETY SLUG
Serial Number:	77478609	COR BON HIGH VELOCITY AMMUNITION PREMIUM
Serial Number:	77478599	SAFETY SLUG

CORRESPONDENCE DATA

Fax Number: 6053420723
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: 605 342-2814
Email: csj@demjen.com
Correspondent Name: Curtis S. Jensen
Address Line 1: 516 5th Street
Address Line 4: Rapid City, SOUTH DAKOTA 57701

NAME OF SUBMITTER:	Curtis S. Jensen
SIGNATURE:	/Curtis S. Jensen/
DATE SIGNED:	01/11/2018

Total Attachments: 50
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source=Commercial Security Agreement#page5.tif

STATE OF SOUTH DAKOTA,)
)
 COUNTY OF MEADE.)
)
 GREAT WESTERN BANK,)
)
 Plaintiff,)
)
 -vs-)
)
 PETER R. PI a/k/a PETER R. PI IV,)
 personally, and as Trustee on behalf of)
 Short Track Road Living Trust,)
 ELAINE I. PI, personally, and as Trustee)
 of the Elaine A. Pi Trust Agreement)
 Dated June 5, 2009, and as Trustee on)
 behalf of Short Track Road Living Trust,)
 PI DEVELOPMENT, LLC,)
 DAKOTA AMMO, INC., and)
 ZELDA, LLC,)
 -and-)
 FINANCIAL PACIFIC LEASING, INC.,)
 CENTURY BUSINESS LEASING, INC.,)
 CORPORATION SERVICE COMPANY,)
 LEAF CAPITAL FUNDING, LLC,)
 AND/OR ITS ASSIGNS, and)
 DEPARTMENT OF THE TREASURY,)
 ALCOHOL TOBACCO TAX AND)
 TRADE BUREAU,)
)
 Defendants.)

IN CIRCUIT COURT
 SS.
 FOURTH JUDICIAL CIRCUIT
 #46CIV16-000356

ORDER
 DIRECTING TURNOVER OF
 ZELDA, LLC COLLATERAL

This matter came before this Court on December 11, 2017, at the hour of 3:00 p.m., in the Meade County Courthouse, Sturgis, South Dakota. Appearing for Plaintiff Great Western Bank was Attorney Curtis S. Jensen. Defendants Peter R. Pi, Elaine I. Pi, Pi Development, LLC, Dakota Ammo, Inc., and Zelda, LLC (hereinafter “Debtor Defendants”), appeared telephonically by Attorney Wesley W. Buckmaster. Attorney Brett M. Koenecke appeared telephonically for Defendant Financial Pacific Leasing, Inc. Assistant U.S. Attorney Alison J. Ramsdell appeared telephonically for Defendant Department of the Treasury, acting on behalf of the Alcohol Tobacco Tax and Trade Bureau. Defendant Rodney W. Schlauger appeared telephonically on behalf of Defendant Leaf Capital Funding, Inc.

The Court has considered the Motion of Plaintiff for an Order Directing Turnover of Zelda, LLC collateral as described in Plaintiff's motion. The Court finds that Debtor Defendants are in default under the terms of the promissory notes and security documents covering the Zelda LLC collateral, including its general intangibles, and that Plaintiff is entitled to possession of its collateral. The Court further considered the arguments of counsel for Plaintiff and the Court finds that no other party has filed an objection to the Motion or otherwise appeared in opposition to Plaintiff's Motion. Now, therefore, it is

ORDERED, that Plaintiff Great Western Bank shall have possession of all tangible and intangible property of Zelda, LLC to include its patents, tradenames and all other intellectual property, and may exercise with respect thereto all rights of a secured party under its security documents and the applicable provisions of the Uniform Commercial Code, SDCL 57A-9, and it is further

ORDERED, that Defendant Peter Pi or other authorized representatives of Zelda, LLC shall execute such assignments or other documents of transfer as may be necessary or convenient to accomplish the effective transfer of the intellectual property for the purpose of sale or other disposition of the same.

DATED: December ____, 2017.

BY THE COURT:

Honorable Michelle K. Comer
Circuit Court Judge

ATTEST:

CLERK OF COURTS

By _____
Deputy

(SEAL)

STATE OF SOUTH DAKOTA,)
)
COUNTY OF MEADE.)

SS.

IN CIRCUIT COURT
FOURTH JUDICIAL CIRCUIT
#46CIV16-000356

GREAT WESTERN BANK,)
)
Plaintiff,)

-vs-

PETER R. PI a/k/a PETER R. PI IV,)
personally, and as Trustee on behalf of)
Short Track Road Living Trust,)
ELAINE I. PI, personally, and as Trustee)
of the Elaine A. Pi Trust Agreement)
Dated June 5, 2009, and as Trustee on)
behalf of Short Track Road Living Trust,)
PI DEVELOPMENT, LLC,)
DAKOTA AMMO, INC., and)
ZELDA, LLC,)
-and-)
FINANCIAL PACIFIC LEASING, INC.,)
CENTURY BUSINESS LEASING, INC.,)
CORPORATION SERVICE COMPANY,)
LEAF CAPITAL FUNDING, LLC,)
AND/OR ITS ASSIGNS, and)
DEPARTMENT OF THE TREASURY,)
ALCOHOL TOBACCO TAX AND)
TRADE BUREAU,)
Defendants.)

MOTION FOR ORDER DIRECTING
TURNOVER OF ZELDA, LLC
COLLATERAL

Plaintiff Great Western Bank moves this court for an Order directing Defendant Zelda, LLC to turn over by written instrument possession and title to all tangible and intangible property of Defendant Zelda, LLC for the purpose of sale or other disposition in accordance with the terms of Commercial Security Agreement and the applicable provisions of the Uniform Commercial Code, SDCL 57A-9. This Motion is based upon the following grounds and for the following reasons:

1. Zelda, LLC (hereinafter “Zelda”) is a co-maker under the terms of the three promissory notes as alleged in Count One, Count Two and Count Three of Plaintiff’s Complaint. The notes have been and remain in default. This Court has entered an Order granting Partial Summary Judgment upon the Court’s finding that Defendants Peter R. Pi, Elaine I. Pi, Pi Development, LLC, Dakota Ammo, Inc. and Zelda, LLC (hereinafter collectively the “Debtor Defendants”) are in default under the promissory notes set forth in Plaintiff’s Complaint. The total indebtedness owed by Zelda, as a co-maker, under the three notes is the sum of \$1,768,828.41 as of October 10, 2017 with interest accruing thereafter at \$216.30 per day.

2. The total indebtedness under the three promissory notes is secured under the terms of certain Commercial Security Agreements executed by Zelda and the other Debtor Defendants as fully set forth in Exhibits One-E and Two-E of Plaintiff’s Complaint with the following collateral description:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and **general intangibles** (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

(emphasis supplied).

3. Under the Uniform Commercial Code “general intangibles” is a residual category of personal property defined to include types of personal property not included in other more recognizable classifications of personal property. SDCL 57A-9-102 (42). Comment 5d to the Official Comments to UCC 9-102 lists intellectual property as an example of a general intangible.

4. Zelda’s intellectual property includes its registered patents and trademarks. Exhibit C to the Verified Affidavit of Peter R. Pi describes the intellectual property of Zelda to include “patents, trademarks and goodwill.” Zelda’s publicly registered patents and trademarks are listed and identified on the attached Exhibit A incorporated herein by this reference. Great Western Bank perfected its security interest in Zelda’s intellectual property by the filing of financing statements with the South Dakota Secretary of State, UCC Doc 20143651270095 filed December 31, 2014 and UCC Doc 20143651470124 filed December 31, 2014.

5. Under the Uniform Commercial Code, a secured party after default has the right to take possession of the secured collateral, SDCL 57A-9-609. After default, a secured party may sell or otherwise dispose of the collateral in any commercially reasonable manner by public or private sale, SDCL 57A-9-610. In so doing, a secured party may proceed by judicial or non-judicial proceedings and its rights under either are cumulative and may be exercised simultaneously, SDCL 57A-9-601.

6. The Uniform Commercial Code provides that the parties themselves by agreement may set the rights and obligations of the parties on default so long as the terms are not manifestly unreasonable. SDCL 57A-9-603. The Commercial Security Agreement executed by Zelda (Exhibits One-E and Two-E to Plaintiff’s Complaint) provides that upon default the “Lender may require Grantor (Zelda) to deliver to Lender all or any portion of the Collateral and any and all certificates of title and all other documents relating to the Collateral. Lender may require Grantor

(Zelda) to assemble the Collateral and make it available to the Lender at a place to be designated by Lender.”

7. The Uniform Commercial Code establishes a statutory procedure for the transfer of record or legal title following default where the collateral is subject to a registration system. SDCL 57A-9-619. The Official Comment 2 to UCC 9-619 describes this situation where the creditor has proceeded under the Uniform Commercial Code’s nonjudicial procedures:

2. Transfer of Record or Legal Title. Potential buyers of collateral that is covered by a certificate of title (e.g., an automobile) or is subject to a registration system (e.g., a copyright) typically require as a condition of their purchase that the certificate or registry reflect their ownership. In many cases, this condition can be met only with the consent of the record owner. If the record owner is the debtor and, as may be the case after the default, the debtor refuses to cooperate, the secured party may have great difficulty disposing of the collateral.

Subsection (b) provides a simple mechanism for obtaining record or legal title, for use primarily when other law does not provide one. Of course, use of this mechanism will not be effective to clear title to the extent that subsection (b) is preempted by federal law. Subsection (b) contemplates a transfer of record or legal title to a third party, following a secured party's exercise of its disposition or acceptance remedies under this Part, as well as a transfer by a debtor to a secured party prior to the secured party's exercise of those remedies. Under subsection (c), a transfer of record or legal title (under subsection (b) or under other law) to a secured party prior to the exercise of those remedies merely puts the secured party in a position to pass legal or record title to a transferee at foreclosure. A secured party who has obtained record or legal title retains its duties with respect to enforcement of its security interest, and the debtor retains its rights as well.

8. In the present case, Great Western Bank, as the secured party has elected to proceed by available judicial procedure. SDCL 57A-9-601(a)(2). Its rights as a secured creditor under the Uniform Commercial Code and by court order in judicially proceedings are cumulative and may be exercised simultaneously. SDCL 57A-9-601(c).

9. In order to enable the Great Western Bank to realize the benefit of the rights granted to it under its security documents and under the Uniform Commercial Code in this judicial proceeding with respect to patents and trademarks subject to a federal registration system, the

Court should provide its assistance in ordering and directing the authorized members of Zelda to execute and deliver to Great Western Bank all statements and instrument of transfer and assignment necessary for Great Western Bank to transfer legal title to the intellectual property to a third party(ies) following the exercise of its sale or other disposition remedies.

WHEREFORE, Plaintiff Great Western Bank respectfully requests this Court to enter an Order directing Zelda by its authorized member(s) or manager(s) to execute and deliver all instruments of transfer and assignment with respect to all intellectual property, including patents and trademarks, owned by Zelda as may be required or necessary to effectively transfer all legal and record title to the same to Great Western Bank or the buyers of the same, as the case may be, and to likewise surrender or transfer to Great Western Bank any other tangible or intangible property of Zelda, all for the purpose of sale and disposition in accordance with its security documents and the applicable provisions of the Uniform Commercial Code, SDCL 57A-9.

DATED: November 28, 2017.

/s/ Curtis S. Jensen
Curtis S. Jensen
DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP
Attorneys for Plaintiff Great Western Bank
516 5th Street, P.O. Box 1820
Rapid City SD 57709-1820
(605) 342-2814

Exhibit A

United States Patent



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Refine Search

Current Search: S9: ('Zelda, LLC')[ow] docs: 26 occ: 26

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2	86831723		MPR	TSDR	DEAD
3	86598470	5070290	HUNTER FMJ	TSDR	LIVE
4	86598461	5070289	HUNTER JHP	TSDR	LIVE
5	86598449	5066053	HUNTER HC	TSDR	LIVE
6	86613992		ALWAYS...ONE STEP AHEAD	TSDR	DEAD
7	86600195		ALL BULLETS ARE NOT CREATED EQUAL	TSDR	DEAD
8	86598636	4995975	PERFORMANCE MATCH	TSDR	LIVE
9	86504355		PDA	TSDR	DEAD
10	86504484		JHP	TSDR	DEAD
11	86598435	4958487	CORBON	TSDR	LIVE
12	86504342	4825748	CORBON HUNTER	TSDR	LIVE
13	86504516	4799333	PERFORMANCE DRIVEN AMMUNITION	TSDR	LIVE
14	86183516	4584517	CORBON SHOOTING COMPLEX	TSDR	LIVE
15	86183513	4572502	COR BON	TSDR	LIVE
16	86142079	4568260	URBAN RESPONSE	TSDR	LIVE
17	85292301	4052907	COR-BON	TSDR	LIVE
18	85057775	3979460	EXPEDITION HUNTER	TSDR	LIVE
19	77887012	3837168	GLASER	TSDR	LIVE
20	77535412	3724362	DPX	TSDR	LIVE
21	77535406	3554145	DPX	TSDR	LIVE
22	77508348		POW'RBALL PREMIUM SELF-DEFENSE AMMUNITION	TSDR	DEAD
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24	77478604	3554015	GLASER SAFETY SLUG	TSDR	LIVE
25	77478609			TSDR	DEAD



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GEARLINE

Word Mark GEARLINE
Goods and Services (ABANDONED) IC 025. US 022 039. G & S: Shirts; T-shirts; Footwear, namely boots. FIRST USE: 20150101. FIRST USE IN COMMERCE: 20150101
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86834573
Filing Date November 30, 2015
Current Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date May 1, 2017

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MPR

Word Mark MPR
Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20150800. FIRST USE IN COMMERCE: 20150800
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86831723
Filing Date November 25, 2015
Current Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date April 26, 2017

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HUNTER FMJ

Word Mark	HUNTER FMJ
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20071231. FIRST USE IN COMMERCE: 20071231
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86598470
Filing Date	April 15, 2015
Current Basis	1A
Original Filing Basis	1A
Date Amended to Current Register	August 29, 2016
Registration Number	5070290
Registration Date	October 25, 2016
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FMJ" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	SUPPLEMENTAL
Live/Dead Indicator	LIVE



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HUNTER JHP

Word Mark	HUNTER JHP
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20071231. FIRST USE IN COMMERCE: 20071231
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86598461
Filing Date	April 15, 2015
Current Basis	1A
Original Filing Basis	1A
Date Amended to Current Register	August 29, 2016
Registration Number	5070289
Registration Date	October 25, 2016
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "JHP" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	SUPPLEMENTAL
Live/Dead Indicator	LIVE



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HUNTER HC

Word Mark	HUNTER HC
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20071231. FIRST USE IN COMMERCE: 20071231
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86598449
Filing Date	April 15, 2015
Current Basis	1A
Original Filing Basis	1A
Date Amended to Current Register	August 29, 2016
Registration Number	5066053
Registration Date	October 18, 2016
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HC" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	SUPPLEMENTAL
Live/Dead Indicator	LIVE



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ALWAYS...ONE STEP AHEAD

Word Mark ALWAYS...ONE STEP AHEAD
Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20050228. FIRST USE IN COMMERCE: 20050228
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86613992
Filing Date April 29, 2015
Current Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date August 25, 2016

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ALL BULLETS ARE NOT CREATED EQUAL

Word Mark ALL BULLETS ARE NOT CREATED EQUAL
Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20101231. FIRST USE IN COMMERCE: 20101231
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86600195
Filing Date April 16, 2015
Current Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date August 25, 2016

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PERFORMANCE MATCH

Word Mark PERFORMANCE MATCH
Goods and Services IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20031231. FIRST USE IN COMMERCE: 20031231
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86598636
Filing Date April 15, 2015
Current Basis 1A
Original Filing Basis 1A
Published for Opposition April 26, 2016
Registration Number 4995975
Registration Date July 12, 2016
Owner (REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MATCH" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL-2(F)
Live/Dead Indicator LIVE

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PDA

Word Mark PDA
Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20141101. FIRST USE IN COMMERCE: 20141101
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86504355
Filing Date January 15, 2015
Current Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date May 13, 2016

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JHP

Word Mark JHP
Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 19821231. FIRST USE IN COMMERCE: 19821231
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86504484
Filing Date January 15, 2015
Current Basis 1A
Original Filing Basis 1A
Date Amended to Current Register October 19, 2015
Owner (APPLICANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register SUPPLEMENTAL
Live/Dead Indicator DEAD
Abandonment Date May 10, 2016

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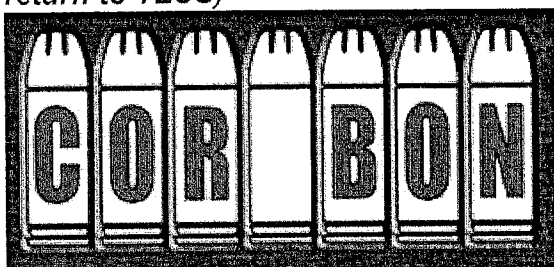
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Word Mark CORBON

Goods and Services IC 013. US 002 009. G & S: Ammunition. FIRST USE: 19971231. FIRST USE IN COMMERCE: 19971231

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 23.03.08 - Bullets; Cannon balls

Serial Number 86598435

Filing Date April 15, 2015

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 1, 2016

Registration Number 4958487

Registration Date May 17, 2016

Owner (REGISTRANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785

Attorney of Record Jason S. Shull

Description of Mark Color is not claimed as a feature of the mark. The mark consists of seven bullet shaped images in a consecutive row with the letters "C", "O", "R", "B", "O", "N" superimposed over each bullet

except for the middle bullet, which does not contain a letter, all on a contrasting rectangular background.

Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator LIVE

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CORBON HUNTER

Word Mark	CORBON HUNTER
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20050131. FIRST USE IN COMMERCE: 20050131
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86504342
Filing Date	January 15, 2015
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	July 21, 2015
Registration Number	4825748
Registration Date	October 6, 2015
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HUNTER" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE



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PERFORMANCE DRIVEN AMMUNITION

Word Mark	PERFORMANCE DRIVEN AMMUNITION
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20141101. FIRST USE IN COMMERCE: 20141101
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86504516
Filing Date	January 15, 2015
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	June 9, 2015
Registration Number	4799333
Registration Date	August 25, 2015
Owner	(REGISTRANT) ZELDA, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AMMUNITION" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE



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Word Mark CORBON SHOOTING COMPLEX
Goods and Services IC 041. US 100 101 107. G & S: Firearms training in defensive use of pistols, rifles, shotguns. FIRST USE: 20110623. FIRST USE IN COMMERCE: 20110623
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 21.03.24 - Targets with alignment guides ; Targets with crosshairs
 27.03.05 - Objects forming letters or numerals
Serial Number 86183516
Filing Date February 4, 2014
Current Basis 1A
Original Filing Basis 1A
Published for Opposition May 27, 2014
Registration Number 4584517
Registration Date August 12, 2014
Owner (REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207
 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Prior Registrations 4052907
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SHOOTING COMPLEX" APART FROM THE MARK AS SHOWN

Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words "CORBON SHOOTING COMPLEX" in stylized text. The second letter "O" in "CORBON" appears as a crosshairs target.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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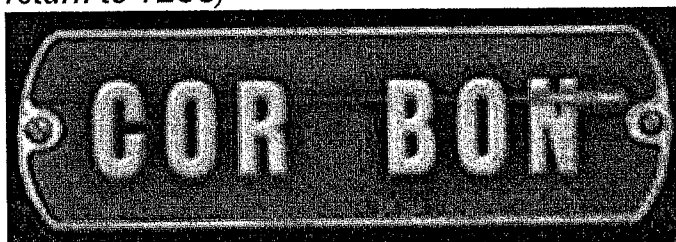
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Word Mark	COR BON
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20120131. FIRST USE IN COMMERCE: 20120131
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.11.21 - Rectangles that are completely or partially shaded 26.11.25 - Rectangles with one or more curved sides 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s) 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal
Serial Number	86183513
Filing Date	February 4, 2014
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	May 6, 2014
Registration Number	4572502
Registration Date	July 22, 2014
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Prior Registrations	4052907

Description of Mark Color is not claimed as a feature of the mark. The mark consists of image of a metal plate containing the words "COR BON" in stylized text, with a line going across the top of the words.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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URBAN RESPONSE

Word Mark URBAN RESPONSE
Goods and Services IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20130627. FIRST USE IN COMMERCE: 20130627
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86142079
Filing Date December 12, 2013
Current Basis 1A
Original Filing Basis 1A
Published for Opposition April 29, 2014
Registration Number 4568260
Registration Date July 15, 2014
Owner (REGISTRANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



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COR-BON

Word Mark	COR-BON
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 19820000. FIRST USE IN COMMERCE: 19820000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85292301
Filing Date	April 11, 2011
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	August 23, 2011
Registration Number	4052907
Registration Date	November 8, 2011
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Bennet Langlotz
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE



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EXPEDITION HUNTER

Word Mark	EXPEDITION HUNTER
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20101004. FIRST USE IN COMMERCE: 20101004
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85057775
Filing Date	June 8, 2010
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	November 16, 2010
Registration Number	3979460
Registration Date	June 14, 2011
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Bennet K. Langlotz
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HUNTER" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE



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GLASER

Word Mark	GLASER
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 19720000. FIRST USE IN COMMERCE: 19720000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77887012
Filing Date	December 5, 2009
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	June 8, 2010
Registration Number	3837168
Registration Date	August 24, 2010
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Prior Registrations	3554015
Type of Mark	TRADEMARK
Register	PRINCIPAL-2(F)
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE



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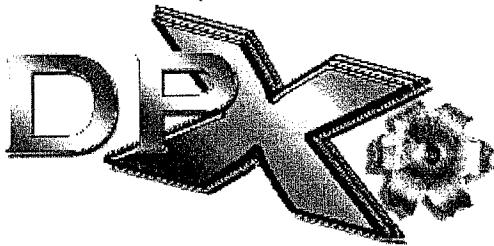
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Word Mark	DPX
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20040000. FIRST USE IN COMMERCE: 20040000
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	23.03.08 - Bullets; Cannon balls
Trademark Search Facility Classification Code	ART-23.03 Firearms; ammunition; explosives LETTER-3-OR-MORE DOX Combination of three or more letters as part of the mark SHAPES-COLORS-3-OR-MORE Design listing or lined for three or more colors
Serial Number	77535412
Filing Date	July 30, 2008
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	September 29, 2009
Registration Number	3724362
Registration Date	December 15, 2009
Owner	(REGISTRANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785

Attorney of Record Jason S. Shull

Description of Mark The color(s) black, gray and white is/are claimed as a feature of the mark. The mark consists of the stylized letters "DPX" and an impacted bullet design, all in shades of gray and black for a three-dimensional effect, set against a white background.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

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DPX

Word Mark	DPX
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20040000. FIRST USE IN COMMERCE: 20040000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Trademark Search Facility Classification Code	LETTER-3-OR-MORE DPX Combination of three or more letters as part of the mark
Serial Number	77535406
Filing Date	July 30, 2008
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	October 14, 2008
Registration Number	3554145
Registration Date	December 30, 2008
Owner	

(REGISTRANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785

Attorney of Record Jason S. Shull
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
Live/Dead Indicator LIVE

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Word Mark POWRBALL PREMIUM SELF-DEFENSE AMMUNITION
 Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20020000. FIRST USE IN COMMERCE: 20020000
 Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
 Design Search Code 26.11.21 - Rectangles that are completely or partially shaded
 26.19.01 - Spheres (geometric)
 Serial Number 77508348
 Filing Date June 25, 2008
 Current Basis 1A
 Original Filing Basis 1A
 Published for Opposition October 14, 2008
 Owner (APPLICANT) Zelda, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
 Attorney of Record Bennet K. Langlotz
 Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PREMIUM SELF-DEFENSE AMMUNITION" APART FROM THE MARK AS SHOWN
 Description of Mark Color is not claimed as a feature of the mark. The mark consists of the wording "POWRBALL" in block lettering centered over the words "PREMIUM SELF-DEFENSE AMMUNITION" within a dark rectangle, all superimposed upon the image of a sphere.
 Type of Mark TRADEMARK

Register PRINCIPAL
 Live/Dead
 Indicator DEAD
 Abandonment
 Date January 27, 2009

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POW'RBALL

Word Mark POW'RBALL

Goods and Services IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20020000. FIRST USE IN COMMERCE: 20020000

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Trademark Search Facility Classification Code LETS-1 R A single letter, multiples of a single letter or in combination with a design NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks

Serial Number 77508339

Filing Date June 25, 2008

Current Basis 1A

Original Filing Basis 1A

Published for Opposition October 14, 2008

Registration Number 3554113

Registration Date December 30, 2008

Owner

(REGISTRANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785

Attorney of Record Jason S. Shull
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Affidavit Text SECT 15. SECT 8 (6-YR).
 Live/Dead Indicator LIVE

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Word Mark GLASER SAFETY SLUG
Goods and Services IC 013. US 002 009. G & S: Ammunition. FIRST USE: 20000000. FIRST USE IN COMMERCE: 20000000
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26.03.02 - Ovals, plain single line; Plain single line ovals
 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal
Trademark Search Facility Classification Code SHAPES-BAR-BANDS Designs with bar, bands or lines
 SHAPES-COLORS-3-OR-MORE Design listing or lined for three or more colors
 SHAPES-OVALS Oval figures or designs including incomplete ovals and one or more ovals
Serial Number 77478604
Filing Date May 19, 2008
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 14, 2008
Registration Number 3554015
Registration Date December 30, 2008

Owner (REGISTRANT) **Zelda, LLC** LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785

Attorney of Record Jason S. Shull

Prior Registrations 1539259

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SLUG" APART FROM THE MARK AS SHOWN

Description of Mark The color(s) red, black, and white is/are claimed as a feature of the mark. The mark consists of the words "Glaser Safety Slug" in red with the letter "G" enlarged to project below a horizontal black bar that supports the text, and surrounded by a black oval, all against a white background.

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

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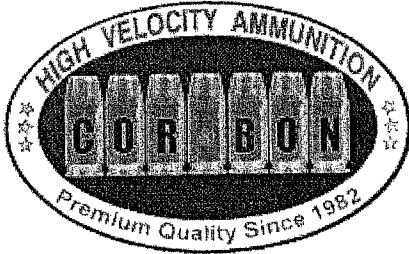
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Word Mark COR BON HIGH VELOCITY AMMUNITION PREMIUM QUALITY SINCE 1982
Goods and Services (ABANDONED) IC 013. US 002 009. G & S: Ammunition. FIRST USE: 19820000. FIRST USE IN COMMERCE: 19820000
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 01.01.13 - Stars - multiple stars with five points
 23.03.08 - Bullets; Cannon balls
 26.03.08 - Letters, numerals or punctuation forming the perimeter of an oval or bordering the perimeter of an oval; Ovals having letters or numerals as a border; Ovals having punctuation as a border
 26.03.17 - Concentric ovals; Concentric ovals and ovals within ovals; Ovals within ovals; Ovals, concentric
 26.03.21 - Ovals that are completely or partially shaded
Serial Number 77478609
Filing Date May 19, 2008
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 14, 2008
Owner (APPLICANT) ZELDA, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record Bennet K. Langlotz

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HIGH VELOCITY AMMUNITION," "PREMIUM QUALITY SINCE 1982," OR THE REPRESENTATION OF BULLETS APART FROM THE MARK AS SHOWN

Description of Mark The color(s) red, white, blue, and gold is/are claimed as a feature of the mark. The mark consists of a row of gold bullets standing on end in front of a blue background with the words "COR BON" in blue on the bullets, surrounded by a white oval bordered in blue with the red text "HIGH VELOCITY AMMUNITION" in the white oval above the row of bullets, and the red text "PREMIUM QUALITY SINCE 1982" in the white oval below the row of bullets, with three gold stars to the left and to the right of the bullets and within the white oval.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Abandonment Date January 25, 2009

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SAFETY SLUG

Word Mark	SAFETY SLUG
Goods and Services	IC 013. US 002 009. G & S: Ammunition. FIRST USE: 19730000. FIRST USE IN COMMERCE: 19730000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77478599
Filing Date	May 19, 2008
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	October 14, 2008
Registration Number	3554014
Registration Date	December 30, 2008
Owner	(REGISTRANT) ZELDA, LLC LIMITED LIABILITY COMPANY SOUTH DAKOTA 8207 Blucksberg Mountain Road Sturgis SOUTH DAKOTA 57785
Attorney of Record	Jason S. Shull
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SLUG" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE



COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
2,000.00	12-30-2014	12-30-2019	15525351536	1E1 / 150	PC0776	MJ	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: Peter R. Pi; Elaine A. Pi; Pi Development, L.L.C.; Dakota Ammo, Inc.; and Zeld, LLC
PO Box 369
Sturgis, SD 57785

Lender: GREAT WESTERN BANK
Rapid City Main
14 St Joseph Street
PO Box 2290
Rapid City, SD 57709

THIS COMMERCIAL SECURITY AGREEMENT dated December 30, 2014, is made and executed between Peter R. Pi; Elaine A. Pi; Pi Development, L.L.C.; Dakota Ammo, Inc.; and Zeld, LLC ("Grantor") and GREAT WESTERN BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor 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.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

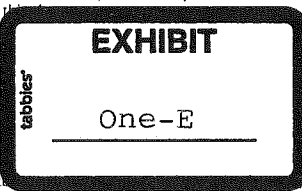
Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation or in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with all applicable laws and regulations concerning form, content and manner of preparation. The Collateral complies with all applicable laws appearing to be obligated on the Collateral. At the time any account is opened, the account holder represents an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise previously shipped or delivered pursuant to a contract of sale, or for services previously performed by the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against the Collateral and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the



Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of South Dakota, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. Grantor will also promptly

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Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any individual for whom Grantor is required to provide notice regarding name changes.

LENDER'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to 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 Grantor.

Default in Favor of Third Parties. 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 Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor'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.

Defective Collateralization. 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.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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 Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor 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.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the South Dakota Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or other paper.

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Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Dakota without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of South Dakota.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Pennington County, State of South Dakota.

Joint and Several Liability. All obligations of Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means Peter R. Pi; Elaine A. Pi; Pi Development, L.L.C.; Dakota Ammo, Inc.; and Zeldia, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Peter R. Pi; Elaine A. Pi; Pi Development, L.L.C.; Dakota Ammo, Inc.; and Zeldia, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous

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COMMERCIAL SECURITY AGREEMENT
(Continued)

Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means GREAT WESTERN BANK, its successors and assigns.

Note. The word "Note" means the Note dated December 30, 2014 and executed by Peter R. Pi; Elaine A. Pi; Pi Development, L.L.C.; Dakota Ammo, Inc.; and Zolda, LLC in the principal amount of \$872,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

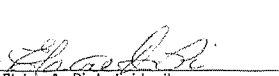
Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean 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 Indebtedness.

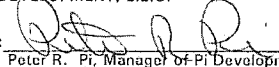
GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 30, 2014.

GRANTOR:

X  _____
Peter R. Pi, Individually

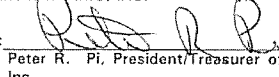
X  _____
Elaine A. Pi, Individually

PI DEVELOPMENT, L.L.C.

By:  _____
Peter R. Pi, Manager of Pi Development, L.L.C.

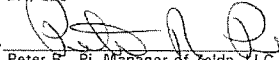
By:  _____
Elaine A. Pi, Manager of Pi Development, L.L.C.

DAKOTA AMMO, INC.

By:  _____
Peter R. Pi, President/Treasurer of Dakota Ammo, Inc.

By:  _____
Elaine A. Pi, Vice President/Secretary of Dakota Ammo, Inc.

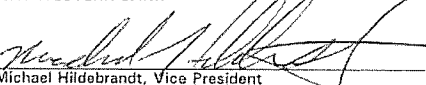
ZOLDA, LLC

 _____
Peter R. Pi, Manager of Zolda, LLC

By:  _____
Elaine A. Pi, Manager of Zolda, LLC

LENDER:

GREAT WESTERN BANK

X  _____
Michael Hildebrandt, Vice President