

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marolina Outdoor Inc.		08/01/2019	Corporation:
Fishworks, Inc.		08/01/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wing Outdoor, LLC, as Fixed Asset Agent		
<b>Street Address:</b>	833 E Michigan Street, Suite 1800		
<b>Internal Address:</b>	c/o Godfrey & Kahn		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88191943	NOMAD OUTDOOR PERFORMANCE	
<b>Serial Number:</b>	87868713	HUK PERFORMANCE FISHING	
<b>Serial Number:</b>	87805501	HUKGEAR.COM	
<b>Serial Number:</b>	87805826	NOMADOUTDOOR.COM	
<b>Serial Number:</b>	87805546	N	
<b>Serial Number:</b>	87688855	NOMAD	
<b>Serial Number:</b>	87667846	N NOMAD	
<b>Serial Number:</b>	87597304	N NOMAD	
<b>Serial Number:</b>	87633293	HUK	
<b>Serial Number:</b>	87546674	HUK	
<b>Serial Number:</b>	87651894	HUK	
<b>Serial Number:</b>	86983204	HUK	
<b>Serial Number:</b>	86983178	HUK	
<b>Serial Number:</b>	86294427	MONEY FISH	
<b>Serial Number:</b>	86894429	MONEY FISH	
<b>Serial Number:</b>	87856237		

CH \$415.00 88191943

**CORRESPONDENCE DATA****Fax Number:** 2127557306*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212-326-3939**Email:** elabarge@jonesday.com, wtokmakidis@jonesday.com**Correspondent Name:** Elizabeth LaBarge**Address Line 1:** 250 Vesey Street**Address Line 2:** Jones Day**Address Line 4:** New York, NEW YORK 10281-1047

<b>ATTORNEY DOCKET NUMBER:</b>	287122-665002
<b>NAME OF SUBMITTER:</b>	Elizabeth LaBarge
<b>SIGNATURE:</b>	/Elizabeth LaBarge/
<b>DATE SIGNED:</b>	08/09/2019

**Total Attachments: 7**

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source=Marolina-Fishworks-Wing Outdoor- Intellectual Property Security Agreement#page4.tif  
source=Marolina-Fishworks-Wing Outdoor- Intellectual Property Security Agreement#page5.tif  
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source=Marolina-Fishworks-Wing Outdoor- Intellectual Property Security Agreement#page7.tif

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 1, 2019 (this "Agreement"), by MAROLINA OUTDOOR INC. ("Marolina"), FISHWORKS, INC. ("Fishworks" and, together with Marolina, the "Grantors") and WING OUTDOOR, LLC ("Wing Outdoor"), as Fixed Asset Agent under the Intercreditor Agreement (as defined below) for the Noteholders (as defined below) (in such capacity, the "Agent").

Reference is made to (a) the Amended and Restated Secured Promissory Notes in the aggregate principal amount of up to \$4,848,344.08 (the "Notes") issued by Marolina in favor of Secured Parties (as defined in each Note) and (b) the Amended and Restated Security Agreement dated as of December 29, 2017, as amended as of the date hereof (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Marolina, Fishworks, the other grantors from time to time party thereto, Wing Outdoor, and each of the other holders of the Notes (together with Wing Outdoor, the "Noteholders"). The Noteholders have agreed to extend credit to Marolina subject to the terms and conditions set forth in the Credit Agreement. The Grantors are willing to execute and deliver this Agreement as consideration for such Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance of all obligations under the Notes, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (i) all copyrights now owned or hereafter arising, copyright licenses, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, (ii) all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information now owned or hereafter acquired, (iii) patents, patent licenses, trademarks and trademark licenses, good will, logos, trade dress, band names and all trade secrets and other confidential information relating to the business of such Grantor and (iv) all claims for damages by way of any past, present and future infringement of any of the foregoing, including, without limitation, the patents and trademarks listed on Schedule 1 (collectively, the "IP Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Agent pursuant to this Agreement and the exercise of

any right or remedy by the Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

**MAROLINA OUTDOOR INC.**

By: 

Name: Rhett Daniel Ricard

Title: Chief Financial Officer

**FISHWORKS, INC.**

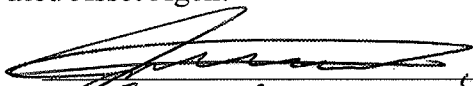
By: 

Name: Rhett Daniel Ricard

Title: Chief Financial Officer

**AGENT:**

**WING OUTDOOR, LLC,**  
As Fixed Asset Agent

By:  **MANAGER**  
Name: **Joseph A. Schlielt**  
Title: **MANAGER**

**Schedule 1**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations**

None.

**Copyright Licenses**

None.

**List of Patents and Patent Licenses**

**Patent Registrations**






<b>Owner</b>	<b>Patent Application</b>	<b>Application/Serial Number</b>	<b>Priority Application/Priority Date</b>
Marolina Outdoor Inc.	Ozone Dispersion System and Methods Thereof	15/819035	62/429,932 / December 5, 2016 62/444,750 / January 10, 2017

**Patent Licenses**

1. License Agreement by and between Kryptek Outdoor Group LLC and Marolina Outdoor Inc. dated as of December 1, 2014.

List of Trademarks and Trademark Licenses

**Trademark Registrations**

<b>Owner</b>	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>
Marolina Outdoor Inc.	88191943		
Marolina Outdoor Inc.	87868713	5586259	HUK PERFORMANCE FISHING
Marolina Outdoor Inc.	87805501	5575088	HUKGEAR.COM
Marolina Outdoor Inc.	87805826		NOMADOUTDOOR.COM
Marolina Outdoor Inc.	87805546	5570396	
Marolina Outdoor Inc.	87688855		NOMAD
Marolina Outdoor Inc.	87667846		
Marolina Outdoor Inc.	87597304		
Marolina Outdoor Inc.	87633293		HUK
Marolina Outdoor Inc.	87546674	5724603	HUK
Marolina Outdoor Inc.	87651894	5667301	HUK
Marolina Outdoor Inc.	86983204		HUK
Marolina Outdoor Inc.	86983178	5347095	HUK
Marolina Outdoor Inc.	86294427	5306841	MONEY FISH
Marolina Outdoor Inc.	86894429	5044566	MONEY FISH
Fishworks, Inc.	87856237	5606352	



## Trademark Licenses

1. License Agreement by and between Kryptek Outdoor Group LLC and Marolina Outdoor Inc. dated as of July 10, 2019.
2. License Agreement by and between National Wild Turkey Foundation (NWTF) and Marolina Outdoor, Inc. dated as of August 1, 2016.
3. Television Sponsorship Agreement by and between Marolina Outdoor, Inc. and Drury Marketing, Inc., dated October 4, 2016, for the period from January 1, 2017 through December 31, 2021.
4. Major League Fishing Sponsorship Agreement by and between Marolina Outdoor, Inc. and Major League Fishing, LLC, dated July 1 2015, for the period from July 1, 2015 through December 31, 2018.
5. License Agreement by and between Haas Outdoors, Inc. and Marolina Outdoor, Inc., dated February 1, 2017, for the period from February 1, 2017 through February 1, 2018.
6. Sponsorship Agreement between Marolina Outdoor, Inc., and Brandon Palaniuk and BMP Fishing, Inc., dated January 1, 2015.
7. Sponsorship Agreement between Marolina Outdoor, Inc., and Kevin Vandam and KVD, LLC, dated June [], 2014.
8. Professional Sponsorship Agreement by and between Marolina Outdoor, Inc. and SE Multimedia, LLC dated July [], 2016.
9. Sponsorship Agreement by and between Marolina Outdoor Inc., Skeet Reese and Skeet Reese Inc., dated July 25, 2014.
10. Sponsorship Agreement by and between Marolina Outdoor Inc., Gerald Swindle and Swindle Inc., dated September 22, 2014.
11. License Agreement by and between Marolina Outdoor Inc. and Truck Shields, LLC d/b/a Signature Products Group (“SPG”), dated April [], 2016, as amended February 17, 2017, May [], 2017, and December 28, 2017, for the period from April [], 2016 through December 31, 2021.
12. Premium Partner Contract – NOMAD by and between NOMAD and Heartland Bowhunter, dated December 7, 2015, for the period from January 1, 2017 through December 31, 2018.
13. Authorization – Softgoods by and between Jordan Outdoor Enterprises, Ltd., and Marolina Outdoor, Inc., dated October 1, 2014.