

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538386

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900509590

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bushwacker Backpack & Supply Co.		06/28/2019	Corporation: MONTANA

RECEIVING PARTY DATA

Name:	Deerpath Fund Services, LLC
Street Address:	405 Lexington Avenue, 53rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78522552	GRIZZLY GRIP
Serial Number:	77585455	PEPPER BLITZ
Serial Number:	77305901	PENTAGON ELECTRIC BEAR FENCE
Serial Number:	74168278	OC-10
Serial Number:	73650089	COUNTER ASSAULT
Serial Number:	78360257	BEAR KEG
Serial Number:	76427289	KOZEE-TOTE
Serial Number:	75915561	GRIZZLY TOUGH PEPPER SPRAY

CORRESPONDENCE DATA

Fax Number: 7132266397

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: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

ATTORNEY DOCKET NUMBER: 010997-0177

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/JMP/
DATE SIGNED:	08/27/2019
Total Attachments: 9 source=2019-08-27 Corrected Trademark Assignment Cover Sheet Removal of Advanced Products LLC#page1.tif source=2019-08-27 Corrected Trademark Assignment Cover Sheet Removal of Advanced Products LLC#page2.tif source=2019-06-28 Executed Security Agreement Bushwacker Backpack#page1.tif source=2019-06-28 Executed Security Agreement Bushwacker Backpack#page2.tif source=2019-06-28 Executed Security Agreement Bushwacker Backpack#page3.tif source=2019-06-28 Executed Security Agreement Bushwacker Backpack#page4.tif source=2019-06-28 Executed Security Agreement Bushwacker Backpack#page5.tif source=2019-08-02 Filed Request for Recordation of Security Agreement From Bushwacker to Deerpath#page1.tif source=2019-08-02 Filed Request for Recordation of Security Agreement From Bushwacker to Deerpath#page2.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2019 (the “**Agreement**”), by and between BUSHWACKER BACKPACK & SUPPLY CO., a Montana corporation (“**Bushwacker**”), ADVANCED PRODUCTS, LLC, a Montana limited liability company (“**Advanced Products**” and collectively with Bushwacker, “**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

W I T N E S S E T H:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), and the guarantors from time to time party to the Loan Agreement (the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of January 31, 2019 (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of January 31, 2019 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

BUSHWACKER BACKPACK & SUPPLY CO.
a Montana corporation

By: 
Name: David Affinito
Title: Secretary and Treasurer

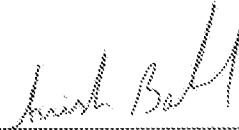
[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006730 FRAME: 0079

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: _____



Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Patents

None

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Owner	Mark	Reg. No.	Application No.	Country
Bushwacker Backpack & Supply Co.	ZOMBIE STOP	4261238	85612938	USA
Bushwacker Backpack & Supply Co.	GRIZZLY GRIP	3041437	78522552	USA
Bushwacker Backpack & Supply Co.	PEPPER BLITZ	3670828	77585455	USA
Bushwacker Backpack & Supply Co.	PENTAGON ELECTRIC BEAR FENCE	3501069	77305901	USA
Bushwacker Backpack & Supply Co.	OC-10	1680905	74168278	USA
Bushwacker Backpack & Supply Co.	COUNTER ASSAULT	1464511	73650089	USA
Bushwacker Backpack & Supply Co.	GREEN STREAM	4228185	85612986	USA
Bushwacker Backpack & Supply Co.	BEAR KEG	2968931	78360257	USA
Bushwacker Backpack & Supply Co.	KOZEE-TOTE (Stylized)	2843640	76427289	USA
Bushwacker Backpack & Supply Co.	GRIZZLY TOUGH PEPPER SPRAY	2505485	75915561	USA

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006730 FRAME: 0081**

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NATURE OF CONVEYANCE:	SECURITY INTEREST																											
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Email:	TMMail@porterhedges.com																											

TRADEMARK

REEL: 006730 FRAME: 0082

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.

Correspondent Name: Jonathan Pierce
Address Line 1: P.O. Box 4744
Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER: Jonathan Pierce

Signature: /jmp/

Date: 08/02/2019

Total Attachments: 5

source=2019-06-28 Executed Security Agreement Bushwacker Backpack#page1.tif
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RECEIPT INFORMATION

ETAS ID: TM535070
Receipt Date: 08/02/2019
Fee Amount: \$215

TRADEMARK