

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYSTERY TACKLE BOX, INC.		09/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL II, LP		
Street Address:	1920 L STREET NW		
Internal Address:	SUITE 550		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88119346	KARL'S BAIT & TACKLE	
Serial Number:	87107050	CATCH CO	
Registration Number:	5759243		
Serial Number:	87560468		
Registration Number:	5734604	CATCH CO	
Serial Number:	87923906	KARL'S BAIT & TACKLE BY THE CATCH CO	
Registration Number:	5682265	CATCH CO	
Registration Number:	5603405		
Registration Number:	5603403	CATCH CO	
Registration Number:	5427385	BIOSPAWN	
Registration Number:	5570971	CATCH CO	
Registration Number:	4817355	MYSTERY TACKLE BOX .COM	
Registration Number:	4817354	MYSTERY TACKLE BOX	
Registration Number:	4483434		
Registration Number:	4765927	JIG WIG	
Registration Number:	4929002	CYCLEBAIT	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 88119346

Fax Number: 4048853900

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: 4048853868

Email: rusty.close@troutman.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	251096.000011
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NAME OF SUBMITTER:	Christopher C Close, Jr.
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SIGNATURE:	/Christopher C. Close Jr./
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DATE SIGNED:	09/24/2019
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 23, 2019 by and between **Multiplier Capital II, LP** (“Multiplier”) and **Mystery Tackle Box, Inc.**, a Delaware corporation (“Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated September 23, 2019 (as amended from time to time, the “Loan Agreement”). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Multiplier with at least 15 days prior written notice thereof, (ii) providing Multiplier with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Multiplier may reasonably request from time to time to perfect or continue the perfection of Multiplier's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this


Agreement or a Supplement hereto in form acceptable to Multiplier identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Multiplier.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

549 West Randolph, Suite 101
Chicago, IL 60661

Mystery Tackle Box, Inc.

By 
Name Ross Gordon
Title CFO

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

Multiplier Capital II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By _____
Name _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

549 West Randolph, Suite 101
Chicago, IL 60661

Mystery Tackle Box, Inc.

By _____
Name _____
Title _____

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

Multiplier Capital II, LP



By: Multiplier Capital II GP, LLC,
Its General Partner


By Kevin P. Sheehan
Name Kevin P. Sheehan
Title Managing Member

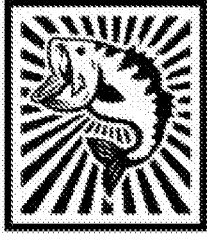
[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

No.	Description	Serial Number	Registration Number
1.	KARL'S BAIT & TACKLE	88/119,346 (09/17/2018)	
2.	CATCH CO.	87/107,050 (07/18/2016)	
3.			5,759,243 (05/21/2019)
4.		87/560,468 (08/08/2017)	
5.	CATCH CO (& design)		5,734,604 (04/23/2019)
6.	KARL'S BAIT & TACKLE BY THE CATCH CO (& design)	87/923,906 (05/16/2018)	

No.	Description	Serial Number	Registration Number
7.	CATCH CO		5,682,265 (02/19/2019)
8.			5,603,405 (11/06/2018)
9.	CATCH CO (& design)		5,603,403 (11/06/2018)
10.	BIOSPAWN		5,427,385 (03/20/2018)
11.	CATCH CO (& design)		5,570,971 (09/25/2018)
12.	MYSTERY TACKLE BOX.COM (& design)		4,817,355 (09/22/2015)
13.	MYSTERY TACKLE BOX		4,817,354 (09/22/2015)

No.	Description	Serial Number	Registration Number
14.			4,483,434 (02/18/2014)
15.	JIG WIG		4765927 (06/30/2015)
16.	CYCLEBAIT		4929002 (03/29/2016)

SCHEDULE B

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Patent Number	Title	Application Date	Issue Date
US8640378	Elastomeric cover for the weighted head of a jig-type fishing lure	2010-09-30	2014-02-04
US9003690	Line guiding spinner lure	2013-07-01	2015-04-14
US9072285	Lure with cyclically reversing blade rotation	2013-09-15	2015-07-07
US9485975	Lure with cyclically reversing blade rotation	2014-01-01	2016-11-08
US9003689	Cover for the head of a jig-type lure	2013-11-09	2015-04-14
US9485974	Elastomeric cover for the weighted head of a jig-type fishing lure	2014-04-07	2016-11-08
USD742995	Line-guiding fishing hook	2013-12-19	2015-11-10
US9078421	Lure with slidably-oscillating bladed member	2014-03-22	2015-07-14
US9072286	Fishing lure with tail wing	2014-05-04	2015-07-07
USD797234	Fishing lure slotted tail design	2016-11-12	2017-09-12
USD774621	Fishing lure slotted tail design	2015-01-07	2016-12-20

Application Number	Title	Application Date
15/946,594	Lure with cyclically pivoting frame	2018-04-05
15/995,859	Lure with cyclically pivoting frame	2018-06-01
16/030,582	Lure with impacting blade members	2018-07-09
62/897358	Fishing Lure with Bladed Member	2019-09-08

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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