

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616973

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anything Possible, LLC		12/23/2020	Limited Liability Company: DELAWARE
Lil Anglers, LLC		12/23/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Byline Bank
<b>Street Address:</b>	180 N. LaSalle, 3rd Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Serial Number:</b>	90369062	ANYTHING POSSIBLE
<b>Serial Number:</b>	88512236	P PROFISHIENCY (SPINNING)
<b>Registration Number:</b>	5264691	P
<b>Registration Number:</b>	5436133	P PROFISHIENCY
<b>Registration Number:</b>	5436132	PROFISHIENCY
<b>Registration Number:</b>	5127116	KID CASTERS
<b>Registration Number:</b>	5053296	ANYTHING'S POSSIBLE
<b>Registration Number:</b>	4516123	SPONGE FISH'N
<b>Registration Number:</b>	4557100	WHERE FISHING BEGINS
<b>Registration Number:</b>	4479054	CATCH ONE EVERYTIME!
<b>Registration Number:</b>	4516101	KID CASTERS
<b>Registration Number:</b>	4939450	KID CASTERS
<b>Registration Number:</b>	5130991	LIL ANGLERS

## CORRESPONDENCE DATA

Fax Number: 6175236850

*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.*

TRADEMARK

**Phone:** 617-523-2700  
**Email:** susan.dinicola@hkllaw.com,anastasia.sotiropoulos@hkllaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 12/28/2020

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of December 23, 2020 by **ANYTHING POSSIBLE, LLC**, a Delaware limited liability company (“Anything Possible”), **LIL ANGLERS, LLC**, a Delaware limited liability company (“Lil Anglers”; together with Anything Possible, each a “Grantor” and collectively, the “Grantors”), in favor of **BYLINE BANK** (together with its successors and assigns, “Secured Party”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

**RECITALS**

**WHEREAS**, each Grantor has requested that the Secured Party from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantors and the Secured Party (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”).

**WHEREAS**, under the terms of the Loan Agreement and the other Loan Documents, each Grantor has granted to Secured Party, for its benefit, a security interest in, among other property, the Intellectual Property Collateral (hereinafter defined), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body;

**NOW, THEREFORE**, in consideration of the willingness of Secured Party to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantors’ Obligations under the Loan Agreement and the other Loan Documents, each Grantor hereby grants to Secured Party, for its benefit, a continuing security interest in all of the right, title and interest of each Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by any Grantor (collectively, the “Intellectual Property Collateral”):

(a) The U.S and foreign copyrights set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service marks set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of

any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the other Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include (a) any rights or interest in any contract, lease, license, charter or license agreement covering personal property of any Grantor (excluding any such contract, lease, permit, license, charter or license agreement between any Grantor and any affiliate or subsidiary of any Grantor) if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the UCC or other applicable law, (ii) to limit, impair, or otherwise affect the Secured Party's continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any receivables), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition) or (b) any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Parties in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request by the Secured Party, execute and deliver to the Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Secured Party.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Secured Party, a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Secured Party's reasonable discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate or as required by the Loan Agreement, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by any Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which any Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or any Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Secured Party will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantors' attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Intellectual Property Collateral without the signature of any Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property Collateral, pursuant to the Loan Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Secured Party reasonably deems to be in the best interest of Secured Party.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the Loan Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Secured Party to make Loans have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Secured Party (at the Grantors' request and sole expense) will promptly execute and deliver to the applicable Grantor (with such customary representations and warranties from a secured lender releasing its lien as any Grantor may reasonably request) such documents as any Grantor may reasonably request and as are provided to the Secured Party to evidence such termination.

6. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain

Names. Until such time as this IP Security Agreement is terminated, each Grantor shall provide the Secured Party reasonably prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by such Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under the Loan Agreement and the other Loan Documents. The rights and remedies of the Grantors and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

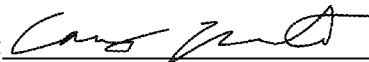
(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to Illinois choice of law or conflicts of law principles).

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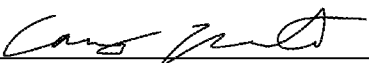
**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTORS:**

**ANYTHING POSSIBLE, LLC,**  
a Delaware limited liability company

By:   
Name: Anders R. Rosenquist  
Title: Vice President

**LIL ANGLERS, LLC,**  
a Delaware limited liability company

By:   
Name: Anders R. Rosenquist  
Title: Vice President

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

**SECURED PARTY:**

**BYLINE BANK**

By: 

Name: Cate Gula

Title: Vice President, Commercial Relationship Officer

Address:

Byline Bank

180 N. LaSalle, 3rd Floor

Chicago, Illinois 60601

Attn: Cate Gula

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007148 FRAME: 0167**



**SCHEDULE A**

**COPYRIGHT COLLATERAL**

None.

**SCHEDULE B**

**PATENT COLLATERAL**

<b>Patent</b>	<b>Owner</b>	<b>Application Number</b>	<b>Patent Number</b>	<b>Filing Date</b>	<b>Issue Date</b>
Fishing Toy	Anything Possible, LLC	14/090,537	10086307	November 26, 2013	October 2, 2018
Advanced Fishing Rod Assembly	Anything Possible, LLC	14/011,394	10172335	March 13, 2014	January 8, 2019
Fishing Lures	Anything Possible, LLC	12/007,647	7877923	January 14, 2008	February 1, 2011
Fishing Toy	Anything Possible, LLC	13/850,326		March 26, 2013	

**SCHEDULE C**

**TRADEMARK COLLATERAL**

<b>Owner's Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
Anything Possible, LLC	90369062		Anything Possible	December 9, 2020	
Anything Possible, LLC	88512236		P Proficiency (Spinning)	July 12, 2019	
Anything Possible, LLC	87276040	5264691	P Proficiency (Spinning)	December 21, 2016	August 15, 2017
Anything Possible, LLC	87325017	5436133	P Proficiency	February 6, 2017	April 3, 2018
Anything Possible, LLC	87325013	5436132	Proficiency	February 6, 2017	April 3, 2018
Anything Possible, LLC	86903747	5127116	Kid Casters	February 10, 2016	January 24, 2017
Anything Possible, LLC	86877130	5053296	Anything's Possible	January 15, 2016	October 4, 2016
Anything Possible, LLC	85874522	4516123	Sponge Fish'N	March 13, 2013	April 15, 2014
Anything Possible, LLC	85896029	4557100	Where Fishing Begins	April 5, 2013	June 24, 2014
Anything Possible, LLC	85867942	4479054	Catch One Everytime!	March 6, 2013	February 4, 2014
Anything Possible, LLC	85867916	4516101	Kid Casters	March 6, 2013	April 15, 2014
Lil' Anglers, LLC	86684970	4939450	Kid Casters	July 7, 2015	April 19, 2016
Lil' Anglers, LLC	86107600	5130991	Lil Anglers	November 1, 2013	January 31, 2017

**SCHEDULE D**

**DOMAIN NAMES**

<b>Domain Name</b>	<b>Registrant</b>
ANYTHING-POSSIBLE.COM	Anything Possible, LLC
CATCHONEEVERYTIME.COM	Anything Possible, LLC
HOW-2-THREAD.COM	Anything Possible, LLC
HOW2THREAD.COM	Anything Possible, LLC
KIDCASTERS.COM	Anything Possible, LLC
KIDCASTERS.NET	Anything Possible, LLC
KIDSCASTERS.COM	Anything Possible, LLC
LIL-ANGLERS.COM	Anything Possible, LLC
LILANGLER.COM	Anything Possible, LLC
LILANGLER.NET	Anything Possible, LLC
LILANGLERS.COM	Anything Possible, LLC
LILANGLERS.NET	Anything Possible, LLC
NOTANGLER.COM	Anything Possible, LLC
POCKETCOMBO.COM	Anything Possible, LLC
PROFISHIENCY.COM	Anything Possible, LLC
PROFISHIENCY.NET	Anything Possible, LLC
SKULLHOOKED.COM	Anything Possible, LLC
STEINHAUSERFISHING.COM	Anything Possible, LLC
STEINHAUSERFISHING.NET	Anything Possible, LLC
TANGLERFREE.COM	Anything Possible, LLC
WHEREFISHINGBEGINS.COM	Anything Possible, LLC