

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plano Synergy Holding, Inc.		07/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	200 Vesey Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88842538	HUNTSMART	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045777-0176		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/20/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of July 19, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

WHEREAS, SP PF Buyer LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), Holdings, Royal Bank of Canada, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and First Lien Collateral Agent, and each Lender from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, in connection with the Security Agreement, the Grantors have entered into Supplement No. 1 to the Security Agreement (“Security Agreement Supplement”), dated as of July 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), in order to join Grantors as Parties to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Asset, which include any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of any registration issuing form such intent-to-use application under applicable federal law);

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

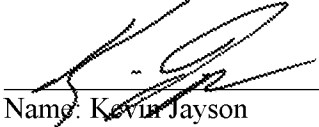
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

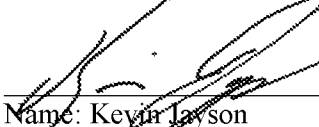
PLANO SYNERGY HOLDING INC., a Delaware corporation, as Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer

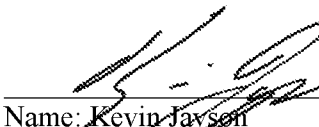
PLANO HOLDING LLC, a Delaware limited liability company, as Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer

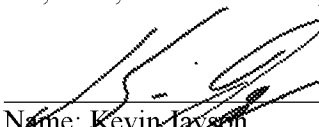
PLANO MOLDING COMPANY, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer


PJL, LLC, an Illinois limited liability company, as Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer

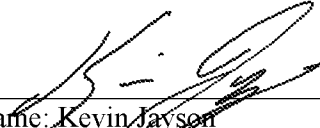
FRABILL, INC., a Wisconsin corporation, as Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer

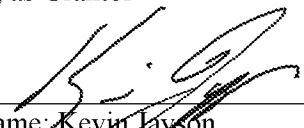
PSV II, LLC, an Illinois limited liability company, as an
Additional Guarantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer

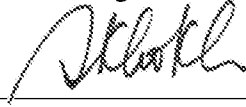
HHS IP, LLC, an Illinois limited liability company, as
Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer

431 EAST SOUTH LLC, a Delaware limited liability
company, as Grantor

By: 
Name: Kevin Jayson
Title: Vice Treasurer




ROYAL BANK OF CANADA,
as First Lien Collateral Agent


By:  _____





Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Debtor/Grantor	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Plano Molding Company, LLC	AEGIS	United States	Registered	86/560365	3/11/2015	4965981	5/24/2016
Plano Molding Company, LLC	AIRGLIDE	United States	Registered	74/731725	9/21/1995	2088166	8/12/1997
Plano Molding Company, LLC	AQUA-LIFE	United States	Registered	76/004240	3/20/2000	2489397	9/11/2001
Plano Molding Company, LLC	BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE	United States	Registered	75/652356	3/2/1999	2407856	11/28/2000
Plano Molding Company, LLC	BENCHMARK	United States	Registered	77/860059	10/29/2009	3820927	7/20/2010
Plano Molding Company, LLC	BOW GUARD	United States	Registered	73/740112	7/15/1988	1537489	5/2/1989
Plano Molding Company, LLC	BOWMAX	United States	Registered	78/225315	3/13/2003	2823365	3/16/2004
Plano Molding Company, LLC	BOWMAX (Stylized and Design) 	United States	Registered	78/225370	3/13/2003	2823366	3/16/2004
Plano Molding Company, LLC	BUNKER	United States	Registered	86/560369	3/11/2015	4965982	5/24/2016
HHS IP, LLC	CABOODLES	United States	Registered	77/020813	10/13/2006	3673395	8/25/2009
HHS IP, LLC	CABOODLES	United States	Registered	73/669703	7/1/1987	1480807	3/15/1988
HHS IP, LLC	CABOODLES (and Design) 	United States	Registered	77/707799	4/6/2009	3944979	4/12/2011
HHS IP, LLC	CABOODLES (Stylized) 	United States	Registered	77/707804	4/6/2009	3931673	3/15/2011
Plano Molding Company, LLC	CITADEL	United States	Registered	86/560363	3/11/2015	4965980	5/24/2016
Plano Molding Company, LLC	CRAWLER CABIN	United States	Registered	85/076808	7/2/2010	3900766	1/4/2011
Plano Molding Company, LLC	CREATIVE OPTIONS	United States	Registered	77/169731	5/1/2007	3425567	5/13/2008
Plano Molding Company, LLC	DRI-LOC	United States	Registered	75/108039	5/22/1996	2631988	10/8/2002

Plano Molding Company, LLC	FIELD LOCKER	United States	Registered	74/574393	9/15/1994	1962851	3/19/1996
Plano Molding Company, LLC	FLIPSIDER	United States	Registered	78/675158	7/21/2005	3109384	6/27/2006
Plano Molding Company, LLC	FLOW TROLL	United States	Registered	72/086540	12/3/1959	0700898	7/12/1960
Plano Molding Company, LLC	FRABILL	United States	Registered	73/436234	7/25/1983	1284478	7/3/1984
Plano Molding Company, LLC	FRABILL	United States	Registered	73/500643	9/24/1984	1362134	9/24/1985
Plano Molding Company, LLC	FRABILL (Badge Logo) 	United States	Registered	85/769280	11/1/2012	4574273	7/29/2014
Plano Molding Company, LLC	GOLF GUARD	United States	Registered	74400208	6/10/1993	1891771	4/25/1995
Plano Molding Company, LLC	GUN GUARD	United States	Registered	73/026999	7/17/1974	1026167	12/2/1975
Plano Molding Company, LLC	GUNSLINGER	United States	Registered	75/930121	2/11/2000	2529141	1/15/2002
Plano Molding Company, LLC	HABITAT	United States	Registered	74/652980	3/27/1995	2090351	8/26/1997
Plano Molding Company, LLC	HIBER NET	United States	Registered	77/653140	1/21/2009	3732607	12/29/2009
Plano Molding Company, LLC	HUNTERLOGIC	United States	Registered	75/849288	11/15/1999	2652289	11/19/2002
Plano Molding Company, LLC	HYDRO-FLO	United States	Registered	85/206161	12/27/2010	3997668	7/19/2011
Plano Molding Company, LLC	ICE HUNTER	United States	Registered	77/803763	8/13/2009	3798705	6/8/2010
Plano Molding Company, LLC	JAMMERS	United States	Registered	74/242333	2/3/1992	1797859	10/12/1993
Plano Molding Company, LLC	LET'S FISH	United States	Registered	87/628248	9/29/2017	5639170	12/25/2018
Plano Molding Company, LLC	LIQUA BAIT LOCKER	United States	Registered	77/786907	7/22/2009	3770498	4/6/2010
Plano Molding Company, LLC	MAGNUM	United States	Registered	75/843009	11/8/1999	2426630	2/6/2001
Plano Molding Company, LLC	MANTA	United States	Registered	85/206157	12/27/2010	4043361	10/18/2011
Plano Molding Company, LLC	MIN-O2-LIFE	United States	Registered	78/330086	11/19/2003	2922936	2/1/2005
Plano Molding Company, LLC	PILLARLOCK	United States	Registered	77/396306	2/13/2008	3501592	9/16/2008
Plano Molding Company, LLC	PLANO	United States	Registered	72349140	1/21/1970	0898673	9/15/1970

Plano Molding Company, LLC	PLANO SYNERGY (Logo) 	United States	Registered	86183435	2/4/2014	4834428	10/20/2015
Plano Molding Company, LLC	POWER CATCH	United States	Registered	75/866212	12/7/1999	2462812	6/19/2001
Plano Molding Company, LLC	POWER STOW	United States	Registered	85/114796	8/24/2010	3987223	6/28/2011
Plano Molding Company, LLC	PPP PLANO Logo (Black & Yellow) 	United States	Registered	85/264963	3/11/2011	4177829	7/24/2012
Plano Molding Company, LLC	PROLATCH	United States	Registered	78/139986	6/28/2002	2796183	12/16/2003
Plano Molding Company, LLC	PROMAX	United States	Registered	78/218865	2/25/2003	2825167	3/23/2004
Plano Molding Company, LLC	PROMAX (Stylized and Design) 	United States	Registered	78/218876	2/25/2003	2834488	4/20/2004
Plano Molding Company, LLC	PROTECT YOUR PASSION	United States	Registered	85/980306	7/30/2012	4434022	11/12/2013
Plano Molding Company, LLC	PROTECT YOUR PASSION	United States	Registered	85/980502	7/30/2012	4456684	12/24/2013
Plano Molding Company, LLC	PROTECTOR SERIES	United States	Registered	78/820563	2/22/2006	3287954	9/4/2007
Plano Molding Company, LLC	RECON	United States	Registered	86/561854	3/12/2015	4827099	10/6/2015
Plano Molding Company, LLC	RECRUIT	United States	Registered	86/561864	3/12/2015	4965992	5/24/2016
Plano Molding Company, LLC	SENTINEL	United States	Registered	86/560357	3/11/2015	4965979	5/24/2016
Plano Molding Company, LLC	SIT-N-STOW	United States	Registered	86/539307	2/19/2015	4958300	5/17/2016
Plano Molding Company, LLC	SNOWSHOE TIP-UP	United States	Registered	86/111398	11/6/2013	4710433	3/31/2015
Plano Molding Company, LLC	STOWAWAY	United States	Registered	78/269885	7/2/2003	3070063	3/21/2006
Plano Molding Company, LLC	STRAIGHT LINE	United States	Registered	85/451724	10/20/2011	4151975	5/29/2012
Plano Molding Company, LLC	SUB ZERO	United States	Registered	86/581532	3/30/2015	4915620	3/8/2016
Plano Molding Company, LLC	SUB ZERO and Design 	United States	Registered	86/313531	6/18/2014	4645317	11/25/2014

Plano Molding Company, LLC	SUPER-GRO (Stylized) 	United States	Registered	74/000243	11/16/1989	1610002	8/14/1990
Plano Molding Company, LLC	TACKLELOGIC	United States	Registered	74/383622	4/22/1993	1815041	1/4/1994
Plano Molding Company, LLC	ULTRA ICE	United States	Registered	78/319782	10/28/2003	2904009	11/16/2004
Plano Synergy Holding, Inc.	HUNTSMART	United States	Registered	88/842538	20-Mar-2020	6357277	5/18/2021