

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ICON OUTDOORS, LLC		09/03/2021	Limited Liability Company: MISSISSIPPI

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	6441483	DRAKE PERFORMANCE FISHING
Registration Number:	6396970	DPF
Registration Number:	6396969	
Registration Number:	5718066	ALWAYS IN SEASON
Registration Number:	5710315	HOW DO YOU HUNT?
Registration Number:	5557003	INTELLI-SUITE
Registration Number:	5336364	HYDROHUSH BY DRAKE
Registration Number:	5325025	NON-TYPICAL BY DRAKE
Registration Number:	5312847	
Registration Number:	4950396	MST MID SEASON TECHNOLOGY
Registration Number:	4922630	EQWADER
Registration Number:	5047982	LST LATE SEASON TECHNOLOGY
Registration Number:	4079565	LADY DRAKE
Registration Number:	4313228	WATERFOWLER 365
Registration Number:	3949291	DRAKE'S MIGRATION NATION
Registration Number:	3949292	
Registration Number:	2910816	MCALISTER
Registration Number:	3802132	DURA-LITE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3149234	OL' TOM
Registration Number:	3221135	RUTWEAR
Registration Number:	3172892	TIME & MOTION
Registration Number:	3172891	DOUBLE BEARDED
Registration Number:	3114629	EST EARLY SEASON TECHNOLOGY
Registration Number:	3085866	EST EARLY SEASON TECHNOLOGY
Registration Number:	2868659	
Registration Number:	2831526	MCALISTER
Registration Number:	2889658	DRAKE WATERFOWL

CORRESPONDENCE DATA

Fax Number:

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	074658-21087
NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/KAREEM ANSLEY/
DATE SIGNED:	09/03/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 3rd day of September 2021, by ICON OUTDOORS, LLC, a Mississippi limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Secured Parties defined below (in such capacity, together with its successors and assigns, as "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among Grantor, HUNTER TRADING COMPANY, LLC ("Hunter"), W & W REAL ESTATE, LLC ("W&W") and together with Grantor and Hunter, collectively, the "Borrowers" and each a "Borrower"), DRAKE OUTDOOR HOLDINGS, INC. ("Parent"), and together with each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors" and each a "Guarantor"), the financial institutions which are now or which hereafter become a party thereto (together with their respective successors and assigns, collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders have agreed to make certain loans and provide certain financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this to Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

2. Grant and Reaffirmation of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

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

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent, any Trademark or any Copyright.

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

3. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the other Secured Parties or any of them, pursuant to the Credit Agreement.

4. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Representations, Warranties and Agreements. Grantor's representations and warranties as set forth in Section 5.9 of the Credit Agreement are hereby incorporated by reference with respect to Schedule 1 hereto as of the date hereof.

6. Authorization to Supplement. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified by an update to Schedule 5.9 to the Credit Agreement delivered in accordance with Section 9.17 of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. Construction. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or", Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise

specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

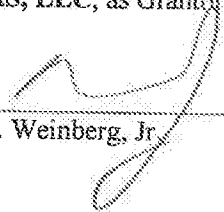
Each of the parties has signed this Agreement as of the day and year first above written.

ICON OUTDOORS, LLC, as Grantor

By:

Name: Ronald E. Weinberg, Jr.

Title: President




[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007413 FRAME: 0403

Accepted and agreed:




PNC BANK, NATIONAL ASSOCIATION
30 AGSH


By: 
Name: Timothy Swais
Title: Senior Vice President

[Signed Page to Intellectual Property Security Agreement]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark	App. No.	Filed	Reg. No.	Reg. Date	Owner
DRAKE PERFORMANCE FISHING	88069785	8/8/18	6441483	8/3/21	Icon Outdoors, LLC
DPF	88069768	8/8/18	6396970	6/22/21	Icon Outdoors, LLC
	88069747	8/8/18	6396969	6/22/21	Icon Outdoors, LLC
ALWAYS IN SEASON	88022096	7/1/18	5718066	4/2/18	Icon Outdoors, LLC
HOW DO YOU HUNT?	87321241	2/1/17	5710315	3/26/19	Icon Outdoors, LLC
INTELLI-SUITE	87643240	10/12/17	5557003	9/4/18	Icon Outdoors, LLC
HYDROHUSH BY DRAKE	87108801	7/19/16	5336364	11/14/17	Icon Outdoors, LLC
NON-TYPICAL BY DRAKE	87108821	7/19/16	5325025	10/31/17	Icon Outdoors, LLC
	87115207	12/13/16	5312847	10/17/17	Icon Outdoors, LLC
MST MID SEASON TECHNOLOGY	86719141	8/9/15	4950396	5/3/16	Icon Outdoors, LLC
EQWADER	86719139	8/9/15	4922630	3/22/16	Icon Outdoors, LLC
LST LATE SEASON TECHNOLOGY	86719142	8/9/15	5047982	9/27/16	Icon Outdoors, LLC
LADY DRAKE	85303391	4/25/11	4079565	1/3/12	Icon Outdoors, Inc.
WATERFOWLER 365	85978723	7/18/11	4313228	4/2/13	Icon Outdoors, Inc.
DRAKE'S MIGRATION NATION	85052404	6/2/10	3949291	4/19/11	Icon Outdoors, Inc.
	85052417	6/2/10	3949292	4/19/11	Icon Outdoors, Inc.

MCALISTER	78305620	9/25/03	2910816	12/14/04	Icon Outdoors, LLC
DURA-LITE	77770298	6/29/09	3802132	6/15/10	Icon Outdoors, LLC
OL' TOM	76614645	10/6/04	3149234	9/26/06	Icon Outdoors, LLC
RUTWEAR	76654837	2/9/06	3221135	3/27/07	Icon Outdoors, LLC
TIME & MOTION	76637414	4/29/05	3172892	11/21/06	Icon Outdoors, LLC
DOUBLE BEARDED	76637413	4/29/05	3172891	11/21/06	Icon Outdoors, LLC
EST EARLY SEASON TECHNOLOGY	76558973	11/10/03	3114629	7/11/06	Icon Outdoors, LLC
EST EARLY SEASON TECHNOLOGY	76558946	11/10/03	3085866	4/25/06	Icon Outdoors, LLC
	76500299	3/25/03	2868659	4/3/04	Icon Outdoors, LLC
MCALISTER	76486255	1/30/03	2831526	1/20/04	Icon Outdoors, LLC
DRAKE WATERFOWL	76367758	2/5/02	2889658	9/28/04	Icon Outdoors, LLC

Patents

<i>Patent Title</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Patent No.</i>	<i>Issued</i>	<i>Owner</i>
Portable hunting blind chair or seat with simple, reliable, and quick setup and take-down	17/112,954	12/4/20	N/A	N/A	Icon Outdoors, LLC
Waterfowl hunter's dual-function top garments	10/839,000	5/5/04	7,318,239	1/15/08	Icon Outdoors, LLC
Side-open gun case	10/804,458	3/19/04	7,905,350	3/15/11	Icon Outdoors, LLC
Waterfowl decoy with stabilizing buoyancy attachment	12/290,119	10/27/08	7,941,962	5/17/11	Icon Outdoors, LLC
Collapsible decoy bag	10/394,432	3/20/03	6,830,170	12/14/04	Icon Outdoors, LLC
Waterfowl hunting coat with integrated multi-functional pocket suite and methods of use for improved hunting efficiency, safety, and enjoyment	15/730,505	10/11/17	10,842,203	11/24/20	Icon Outdoors, LLC
Hooded short cropped coat	29/621,817	10/11/17	D894,538	9/1/20	Icon Outdoors, LLC
Hooded short cropped coat	29/621,819	11/11/17	D903,981	12/8/20	Icon Outdoors, LLC
Hooded short cropped coat	29/621,821	11/11/17	D911,674	3/2/21	Icon Outdoors, LLC

Shorts with Side D-Ring Pocket	29/690,063	5/19/19	N/A	N/A	Icon Outdoors, LLC
Portable Hunting Blind Chair or Seat with simple and quick set-up and take down	17/112,952	12/4/20	N/A	N/A	Icon Outdoors, LLC
Boat Hunting Blind including a spring-loaded auto-leveling leg with dual-action top	17/112,960	12/4/20	N/A	N/A	Icon Outdoors, LLC
Keel Free Decoy	63/106,605	10/28/20	N/A	N/A	Icon Outdoors, LLC
Decoy Stand and Speed Carry System	17/228,933	4/13/21	N/A	N/A	Icon Outdoors, LLC

Copyrights

None.