

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYSTERY TACKLE BOX, INC.		04/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	5570971	CATCH CO	
Registration Number:	5984699	CATCH CO	
Registration Number:	5427385	BIOSPAWN	
Registration Number:	4817354	MYSTERY TACKLE BOX	
Registration Number:	4817355	MYSTERY TACKLE BOX .COM	
Registration Number:	5734604	CATCH CO	
Registration Number:	5603403	CATCH CO	
Registration Number:	6356373	KARL'S BAIT & TACKLE BY THE CATCH CO	
Serial Number:	88981072	KARL'S BAIT & TACKLE	
Registration Number:	5759243		
Registration Number:	5603405		
Registration Number:	6654872	SALTNATIVE	
Registration Number:	4929002	CYCLEBAIT	
Registration Number:	6602384	MTB	
Registration Number:	6602383	MTB	
Registration Number:	6602381	MTB	
Registration Number:	6602378	MTB	
Registration Number:	6602377	MTB	
Registration Number:	6636631	MYSTERY TACKLE BOX	

CH \$1040.00 5570971

Property Type	Number	Word Mark
Registration Number:	6602375	MYSTERY TACKLE BOX
Registration Number:	6603105	GO-TO
Registration Number:	6603106	GO-TO
Registration Number:	6639022	
Registration Number:	6664528	MUSCLE
Registration Number:	6664530	
Registration Number:	6664529	MUSCLE
Registration Number:	6664527	
Registration Number:	6659014	
Registration Number:	6664532	FINESSE
Registration Number:	6664535	
Registration Number:	6670527	FINESSE LIGHT
Registration Number:	6670528	FINESSE LIGHT
Registration Number:	6664534	FINESSE
Registration Number:	6686736	BIOSPAWN
Registration Number:	6686737	BIOSPAWN
Registration Number:	6686735	S
Registration Number:	6686738	S
Registration Number:	5682265	CATCH CO
Serial Number:	90613002	REACTION
Serial Number:	90613016	REACTION
Serial Number:	90522226	MYSTERY TACKLE BOX

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.

Phone: 6508157637

Email: aalwine@mwe.com

Correspondent Name: Judy M. Mohr/McDermott Will & Emery

Address Line 1: 415 Mission Street, Suite 5600

Address Line 4: San Francisco, CALIFORNIA 94105-2616

ATTORNEY DOCKET NUMBER:	082853-0010MYSTERYTACKLE
NAME OF SUBMITTER:	Judy M. Mohr
SIGNATURE:	/Judy M. Mohr/
DATE SIGNED:	05/25/2022

Total Attachments: 17

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of April 29, 2022 by and between TriplePoint Venture Growth BDC Corp., a Maryland corporation, in its capacity as collateral agent for itself and Lenders (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) and Mystery Tackle Box, Inc. (dba Catch Co.), a Delaware corporation (“Catch Co.”) (the “Agreement”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is the Collateral Agent. The words “You” or “Your” refers to the grantor, which is Catch Co. and not any individual. The words “the Parties” refers to both the Collateral Agent and Catch Co.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of the date hereof by and among, You, the Collateral Agent, and the Lenders. Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that, except as set forth in the following sentence, Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Notwithstanding anything to the contrary contained herein, the Intellectual Property Collateral shall not include any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that and solely during the period in which the grant of a security interest to Us would impair the validity or enforceability, or result in the cancellation or voiding of such “intent-to-use” trademark or service mark application under federal law.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our reasonable and documented out-of-pocket costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements or other documents necessary to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our reasonable discretion, this Agreement, without first obtaining Your approval of or signature to such modification, solely by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact as expressly set forth herein, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: **MYSTERY TACKLE BOX, INC.**
Signature: 
Print Name: Lisa Kempa
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Catch Co., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS**PATENTS**

Patent Name	Status and Date Issued	Patent Number
Anti-Snap Fishing Jig (Googan Bean-Shaped Weed Guard)	Active - 6/22/2021	USD923135
Line-guiding Fishing Hook	Active - 11/10/2015	USD742995
Fishing Lure Slotted Tail Design	Active - 12/20/2016	USD774621
Fishing Lure Slotted Tail Design	Active - 9/12/2017	USD797234
Elastomeric Cover for the Weighted Head of a Jig-Type Fishing Lure	Abandoned - 2/4/2014	US8640378
Line Guiding Spinner Lure	Active - 4/14/2015	US9003690
Lure With Cyclically Reversing Blade Rotation	Abandoned - 7/7/2015	US9072285
Lure With Cyclically Reversing Blade Rotation	Active - 11/8/2016	US9485975
Cover for the Head of a Jig-Type Lure	Active - 4/14/2015	US9003689
Elastomeric Cover for the Weighted Head of a Jig-Type Fishing Lure	Active - 11/8/2016	US9485974
Lure With Slidably-Oscillating Bladed Member	Active - 7/14/2015	US9078421
Fishing Lure With Tail Wing	Active - 7/7/2015	US9072286
Lure With Cyclically Pivoting Frame	Active - 11/17/2020	US10834909
Lure With Impacting Blade Members	Active - 12/28/2021	US11206819

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Fishing Lure (Googan Eye Shape)	Pending - 8/20/2020	29/747,221
Lure With Cyclically Pivoting Frame	Pending - 4/5/2018	15/946,594
Fishing Lure with Bladed Member	Pending - 9/8/2019	62/897,358







SCHEDULE B

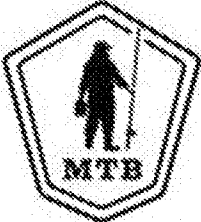
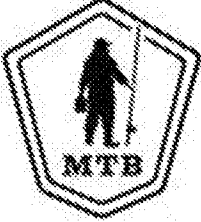
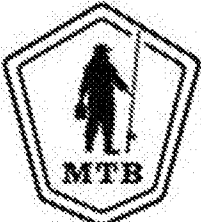

**To Plain English Intellectual Property Security Agreement
Between Catch Co., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

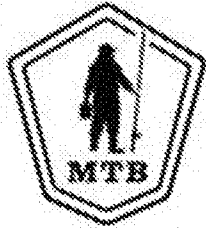
TRADEMARKS AND TRADEMARK APPLICATIONS





Name	Serial Number	Date Filed or Issued	Status
CATCH CO & Design 	9/25/2018	5,570,971	REGISTERED
CATCH CO 	2/11/2020	5,984,699	REGISTERED
BIOSPAWN 	3/20/2018	5,427,385	REGISTERED
MYSTERY TACKLE BOX	9/22/2015	4,817,354	REGISTERED
MYSTERY TACKLE BOX .COM & Design	9/22/2015	4,817,355	REGISTERED
CATCH CO Horizontal 	4/23/2019	5,734,604	REGISTERED
Design CATCH CO Horizontal	11/6/2018	5,603,403	REGISTERED


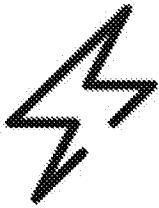


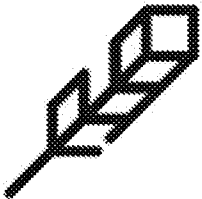
IP Security Agreement (Catch Co.)

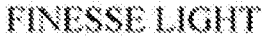





Name	Serial Number	Date Filed or Issued	Status
			
Design KARL'S BAIT & TACKLE BY THE CATCH CO & 	6,356,373 5/18/2021	6,356,373	REGISTERED
Design KARL'S BAIT & TACKLE 	10/23/2020	88/981,072	REGISTERED
LURE IN HEXAGON Logo & Design	5/21/2019	5,759,243	REGISTERED
Lure in Hexagon Logo Design 	11/6/2018	5,603,405	REGISTERED
SALTNATIVE	2/22/2022	6,654,872	REGISTERED



Name	Serial Number	Date Filed or Issued	Status
SALTNATIVE			
CYCLEBAIT	3/29/2016	4929002	REGISTERED
MTB Logo Design with Man and Pole 	12/28/2021	6,602,384	REGISTERED
MTB Logo Design with Man and Pole 	12/28/2021	6,602,383	REGISTERED
MTB Logo Design with Man and Pole 	12/28/2021	6,602,381	REGISTERED
MTB Logo Design with Man and Pole 	12/28/2021	6,602,378	REGISTERED

Name	Serial Number	Date Filed or Issued	Status
MTB Logo Design with Man and Pole 			
MYSTERY TACKLE BOX MYSTERY TACKLE BOX	12/28/2021	6,602,377	REGISTERED
MYSTERY TACKLE BOX MYSTERY TACKLE BOX	2/8/2022	6,636,631	REGISTERED
GO-TO GO-TO	12/28/2021	6,602,375	REGISTERED
GO-TO GO-TO	12/28/2021	6,603,105	REGISTERED

Name	Serial Number	Date Filed or Issued	Status
GO-TO & Design (Stylized) 	12/28/2021	6,603,106	REGISTERED
GO-TO Infinity Logo 	2/8/2022	6,639,022	REGISTERED
MUSCLE 	3/8/2022	6,664,528	REGISTERED
MUSCLE Logo 	3/8/2022	6,664,530	REGISTERED

Name	Serial Number	Date Filed or Issued	Status
MUSCLE & Design 	3/8/2022	6,664,529	REGISTERED
REACTION & Design Logo 	3/8/2022	6,664,527	REGISTERED
TWITCH Logo Three Checkmarks 	3/1/2022	6,659,014	REGISTERED
FINESSE 	3/8/2022	6,664,532	REGISTERED
FINESSE Logo 	3/8/2022	6,664,535	REGISTERED


Name	Serial Number	Date Filed or Issued	Status
FINESSE LIGHT 			
FINESSE LIGHT & Design 	3/15/2022	6,670,527	REGISTERED
FINESSE & Design 	3/15/2022	6,670,528	REGISTERED
BIOSPAWN & Design 	3/8/2022	6,664,534	REGISTERED
BIOSPAWN & Design 	3/29/2022	6,686,736	REGISTERED
BIOSPAWN & Design 	3/29/2022	6,686,737	REGISTERED



Name	Serial Number	Date Filed or Issued	Status
BIOSPAWN Logo 			
	3/29/2022	6,686,735	REGISTERED
BIOSPAWN Logo 			
	3/29/2022	6,686,738	REGISTERED
CATCH CO CATCH CO			
	2/19/2019	5,682,265	REGISTERED

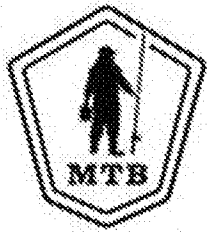
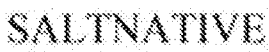
TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
REACTION	3/30/2021	90/613,002	PENDING
REACTION & Design	3/30/2021	90/613,016	PENDING
MYSTERY TACKLE BOX MYSTERY TACKLE BOX			
	2/10/2021	90/522,226	PUBLISHED

MYSTERY TACKLE BOX MYSTERY TACKLE BOX	2/10/2021	90/522,231	PUBLISHED
MYSTERY TACKLE BOX MYSTERY TACKLE BOX	2/10/2021	90/522,233	PUBLISHED
CONTENDER CONTENDER	4/16/2021	90/651,636	PUBLISHED
GI GILL GOGGLES	4/2/2021	90/620,909	PENDING
SMALLIE SPOTTERS SMALLIE SPOTTERS	4/2/2021	90/620,922	PUBLISHED

LARGIE LOOKERS			
LARGIE LOOKERS	4/2/2021	90/620,929	PUBLISHED
10,000 FISH	6/28/2021	90/798,394	PENDING
SALTNATIVE Logo 	6/28/2021	90/798,387	PENDING
BIOSPAWN	6/24/2021	2116702	PENDING

BIOSPAWN Logo	6/24/2021	2116703	PENDING
BIOSPAWN & Design	6/24/2021	2116705	PENDING
CATCH CO.	6/24/2021	2116707	PENDING
CATCH CO. Logo	6/24/2021	2116707	PENDING
Fish Logo 	6/24/2021	2116709	PENDING
KARL'S BAIT & TACKLE	2116714	2116709	PENDING
KARL'S BAIT & TACKLE BY THE CATCH CO & Design 	6/24/2021	2116711	PENDING

MTB Logo Design with Man and Pole 	6/24/2021	2116714	PENDING
MYSTERY TACKLE BOX	6/24/2021	2116716	PENDING
SALTNATIVE 	6/24/2021	2116712	
SALTNATIVE Logo	6/24/2021	2116720	PENDING
10,000 FISH	6/24/2021	2116722	PENDING
10,000 FISH & Design	6/24/2021	2116725	PENDING
10,000 FISH & Design	6/28/2021	90/798,406	PENDING
UNCHARTERED	7/28/2021	90/853,079	PENDING

TRADEMARK LICENSES

Name	Serial Number	Licensor
Jig Wig	86/350,331	RyPro Fishing LLC
Cyclebait	86/590/218	RyPro Fishing LLC

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Catch Co., as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

None.

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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None.