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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM581038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pat Acquisition, LLC		01/06/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pondfield Capital, LLC, as Agent
Street Address:	405 Lexington Avenue, 53rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark	
Serial Number:	85213143	SCRAPE BOMB	
Serial Number:	77941282	НОТ ВОМВ	
Serial Number:	77445188	POWER SCRAPE	
Serial Number:	78383437	SCENT BOMB	
Serial Number:	74393002	BANDIT COON	
Serial Number:	74392704	RED FOX P	
Serial Number:	74351645	DOE-IN-RUT	
Serial Number:	74058397	#1 DOE-P	
Serial Number:	73715650		
Serial Number:	73195043	#69 DOE-IN-RUT	

CORRESPONDENCE DATA

Fax Number: 7132266397

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.

using a lax number, if provided, if that is unsuccessful, it will be sent via 03 ma

Phone: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	06/12/2020

Total Attachments: 7

source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page1.tif source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page2.tif source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page3.tif source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page4.tif source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page5.tif source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page6.tif source=2015-01-06 Executed Patent and Trademark Security Agreement - Tink_1 - PAT Acquisition, LLC#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), by and among PAT ACQUISITION, LLC, a Delaware limited liability company ("Debtor"), and PONDFIELD CAPITAL, LLC, a Delaware limited liability company ("Pondfield Capital"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "Secured Party") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), the guarantors from time to time party thereto (collectively, the "**Guarantors**"), Secured Party, and the lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of November 13, 2014 (as amended by that certain First Amendment to Loan Agreement dated as of the date hereof, and as further amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor and Secured Party have entered into that certain Joinder Agreement dated as of the date hereof, pursuant to which, among other things, Debtor became party to that certain Security Agreement between the other Borrowers, the Guarantors and Secured Party, dated November 13, 2014 (as amended, restated, or supplemented from time to time, the "Security Agreement"), pursuant to which Debtor and the other Borrowers have granted a first-priority lien and security interest in all or substantially all of their respective assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge

and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "IP Collateral"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
 - (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.
- SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.
- SECTION 5. <u>Acknowledgment</u>. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.
- SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.
- SECTION 8. <u>Electronic Execution</u>. The exchange of copies of this Agreement and of signature pages to this Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web),

by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, .pdf or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 9. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of law principles.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

PAT Acquisition, LLC

a Delaware limited liability company

Name: Michelle S. Riley

Title: Secretary

Name: Ronald Fishman

Title: Treasurer

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

PONDFIELD CAPITAL, LLC a Delaware limited liability company, as Agent

By: Deerpath Capital Management, LP its Investment Manager

Name: An

Anish Bahl

Title: Chief Financial Officer

Schedule 1

<u>to</u>

Patent and Trademark Security Agreement

Patents

	Title		Patent No./ Publication No./ Application No.	Issue Date/ Publication Date/ Filing Date	Owner
Animal	Lure	Aerosol	No. 13/838,531	15-Mar-2013	PAT
Dispensin	g Apparati	JS			ACQUISITION,
					LLC

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Title	Application No. & Date	Registration No. & Date	Owner
X-SPORT	85634036	4393573	PAT
	24-MAY-2012	27-AUG-2013	ACQUISITION,
			LLC
B-TECH	85633515	4393569	PAT
	23-MAY-2012	27-AUG-2013	ACQUISITION,
			LLC
SCRAPE BOMB	85213143	4129503	PAT
	07-JAN-2011	17-APR-2012	ACQUISITION,
			LLC
MAGNETICS	85213119	4039830	PAT
	07-JAN-2011	11-OCT-2011	ACQUISITION,
			LLC
HOT BOMB	77941282	4135950	PAT
	22-FEB-2010	01-MAY-2012	ACQUISITION,
			LLC
HOT SHOT	85213119	4,393,957	PAT
	7-JAN-2012	27-AUG-1013	ACQUISITION,
			LLC
POWER SCRAPE	77445188	3673952	PAT
	10-APR-2008	25-AUG-2009	ACQUISITION,
			LLC

Schedule 1 to Patent and Trademark Security Agreement – Page 1

Title	Application No. & Date	Registration No. & Date	Owner
#69-X	77445195	3673953	PAT
	10-APR-2008	25-AUG-2009	ACQUISITION,
			LLC
STRETCH WICK	77370081	3779653	PAT
	11-JAN-2008	20-APR-2010	ACQUISITION,
			LLC
SCENT BOMB	78383437	3034387	PAT
	12-MAR-2004	27-DEC-2005	ACQUISITION,
			LLC
BANDIT COON	74393002	1821511	PAT
	21-MAY-1993	15-FEB-1994	ACQUISITION,
			LLC
RED FOX P	74392704	1857783	PAT
	20-MAY-1993	11-OCT-1994	ACQUISITION,
			LLC
DOE-IN-RUT	74351645	1819058	PAT
	25-JAN-1993	01-FEB-1994	ACQUISITION,
			LLC
#1 DOE-P	74058397	1656347	PAT
#1 DOE-P	14-MAY-1990	10-SEP-1991	ACQUISITION,
			LLC
Design Only	73715650	1507349	PAT
_ 64 %	09-MAR-1988	04-OCT-1988	ACQUISITION,
			LLC
#69 DOE-IN-RUT	73195043	1207366	PAT
	29-NOV-1978	07-SEP-1982	ACQUISITION,
			LLC

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RECORDED: 06/12/2020