

09-11-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECEIVED



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

1,02546503

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hunter's Specialties, Inc.

- Individual(s)
- General Partnership
- Corporation-State Iowa
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 8, 2003

2. Name and address of receiving party(ies)

Name: Midwest Mezzanine Fund III, L.P.

Internal Address: Suite 2040

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) ~~78/122,690;~~  
78/123,138; 78/122,691; 78/193,033

B. Trademark Registration No.(s) 1,167,933;  
1,186,302; 1,398,670; 1,697,787

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kelly Teelin

Internal Address: Michael Best & Friedrich LLP  
Suite 700

Street Address: 1 South Pinckney Street

City: Madison State: WI Zip: 53703

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0842

DO NOT USE THIS SPACE

9. Signature.

Timothy S. Crisp, Esq.  
Name of Person Signing

Signature

Date

9/3/03

Total number of pages including cover sheet, attachments, and document: 15

09/10/2003 ECOMPER 00000126 78122690

01 FC:8521  
02 FC:8522

40.00 OP  
650.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

RECEIVED  
2003 SEP -8 AM 7:41  
OPR/FINANCE

TRADEMARK  
REEL: 002821 FRAME: 0925

**Trademark Recordation Form Cover Sheet  
Continuation of Item 4**

**Trademark Registration Numbers**

1,703,467  
1,863,805  
1,877,719  
1,887,171  
1,888,140  
1,980,511  
2,083,068  
2,100,582  
2,240,808  
2,334,035  
2,437,307  
2,447,045  
2,447,082  
2,447,083  
2,454,031  
2,460,494  
2,520,336  
2,536,782  
2,580,547

Q:\CLIENT\058458\0023\B0238329.1

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 8<sup>th</sup> day of July, 2003, by and between HUNTER'S SPECIALTIES, INC., an Iowa corporation whose address and principal place of business is 6000 Huntington Court NE, Cedar Rapids, Iowa 52402 (the "Corporation"), and MIDWEST MEZZANINE FUND III, L.P., a Delaware limited partnership whose address and principal place of business is 135 South LaSalle Street, Suite 2040, Chicago, Illinois 60603 ("Midwest"), as collateral agent (in its capacity as such, the "Agent") on behalf of Midwest and CENTERFIELD CAPITAL PARTNERS, L.P., a Delaware limited partnership ("Centerfield") (together with Midwest, the "Senior Subordinated Lenders").

### RECITALS

A. The Corporation and the Senior Subordinated Lenders have entered into a Note and Warrant Purchase Agreement, of even date herewith (as amended or modified from time to time, the "Note Purchase Agreement"), pursuant to which the Senior Subordinated Lenders purchased Senior Subordinated Notes of the Corporation in the aggregate principal amount of \$8,500,000 (the "Senior Subordinated Notes"). All capitalized terms used herein without definition shall have the meanings set forth in the Note Purchase Agreement.

B. As a condition to the Senior Subordinated Lenders entering into the Note Purchase Agreement and purchasing the Senior Subordinated Notes, this Agreement is required to be executed and delivered to the Agent by the Corporation.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENTS

1. Grant of Security Interest. To secure the complete and timely payment, performance and satisfaction of all of obligations, indebtedness and liabilities of Corporation to the Senior Subordinated Lenders arising under the Senior Subordinated Notes (collectively, the "Obligations"), Corporation hereby grants to Agent a security interest in, with power of sale to the extent permitted by applicable law, all of Corporation's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all trademark and service mark renewals, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Corporation's business symbolized by the foregoing and connected therewith, and (v) all of Corporation's rights corresponding

thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Corporation is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Corporation and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

2. Warranties and Representations. Corporation covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Corporation's knowledge, each of the Trademarks is valid and enforceable;

(c) Except as set forth on Schedule 5.19 of the Note Purchase Agreement, no claim has been made that the use of any of the Trademarks or Licenses does or may violate the rights of any third person;

(d) Corporation is the sole and exclusive owner of the entire and unencumbered rights, title, and interest in and to each of the Trademarks and Licenses, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, registered-user agreements, and covenants by Corporation not to sue third persons, other than liens granted to the Senior Lender and except as may be set forth on Schedule 5.19 of the Note Purchase Agreement;

(e) Corporation has the unqualified right to enter into this Agreement and perform its terms;

(f) Corporation has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Corporation has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks. The Agent reserves the right to periodically inspect the quality of products sold under the Trademarks to ensure that consistent quality standards are being maintained.

3. Right to Inspect. Corporation hereby grants to Agent and its employees and agents the rights to visit Corporation's plants and facilities that manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Corporation shall do any and all acts required by Agent to ensure Corporation's compliance with Section 2(g).

4. Restrictions on Future Agreements. Corporation agrees that, until all the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) that is inconsistent with Corporation's obligations under this Agreement, without Agent's prior written consent; provided, however, that the Corporation may license Trademarks to third parties with royalty payments in an amount not to exceed \$10,000 per license and \$100,000 in the aggregate per year.

5. New Trademarks. Corporation represents and warrants that, based on a diligent investigation by Corporation, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Corporation. If, before the Obligations shall have been satisfied in full, Corporation shall obtain rights to any new Trademarks or Licenses, the provisions of Section 1 shall automatically apply thereto and Corporation shall give to Agent prompt notice thereof in writing. Corporation authorizes Agent to modify this Agreement by amending Schedule A to include any future Trademarks and Schedule B to include any future Licenses, in each case covered by Sections 1 and 5 hereof.

6. Attorney-In-Fact. Corporation hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Corporation's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Corporation's or Agent's name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Agent of notice to Corporation of Agent's intention to enforce its rights and claims against Corporation, to (i) endorse Corporation's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its best interest. Corporation hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Corporation acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Note Purchase Agreement, the Senior Subordinated Notes or the other Operative Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (the "Code"), to the extent permitted by applicable law, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or

deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-613 or Section 9-620 of the Code with respect to the Trademarks and Licenses, Corporation agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Note Purchase Agreement, the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Note Purchase Agreement, the Security Agreement or any other Operative Document.

Corporation agrees that upon occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Corporation.

7. Release of Security Interest. At such time as Corporation shall completely satisfy all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Corporation all deeds, assignments, and other instruments as may be necessary or proper to revest in Corporation full title to the Trademarks, subject to any disposition thereof that may have been made by Agent pursuant hereto.

8. Expenses. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, costs of discharging encumbrances or otherwise protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Corporation on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Note Purchase Agreement.

9. Duties of Corporation. Corporation shall have the duty diligently (as may be commercially reasonable), through counsel acceptable to Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts that are necessary to desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Corporation. The Corporation shall not abandon any Trademark without the consent of the Agent, which consent shall not be unreasonably withheld.

10. Agent's Right to Sue. Corporation shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings,

cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Corporation shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs, and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this Section 10.

11. Agent's Right to Act. If Corporation fails to comply with any of its obligations hereunder, Agent may do so in Corporation's name or in Agent's name, but at Corporation's expense, and Corporation hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending, and maintaining the Trademarks.

12. Waivers. No course of dealing between Corporation and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power, or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

13. Cumulative Remedies. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Note Purchase Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision should be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5.

16. Binding Effect. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the local laws of the State of Illinois and applicable federal law.

18. Entire Agreement. This Agreement, together with the Note Purchase Agreement, the Senior Subordinated Notes and the other Operative Documents constitutes the entire agreement and understanding among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter. In entering into this Agreement, Corporation acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by the Agent or any employee or agent of the Agent, except for the agreements of Agent set forth herein.

19. Further Assurances. Corporation agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**HUNTER'S SPECIALTIES, INC.**

By: David R. Forbes  
David R. Forbes, President

By: Carman S. Forbes  
Carman S. Forbes, Vice President

**ATTEST:**

By: Carman S. Forbes  
Carman S. Forbes, Secretary

**ACCEPTED AND AGREED TO AS  
COLLATERAL AGENT, AS OF THE DAY  
AND YEAR FIRST ABOVE WRITTEN.**

**MIDWEST MEZZANINE FUND III, L.P.**

By: ABN AMRO Mezzanine Management III,  
L.P., its general partner

By: ABN AMRO Mezzanine Management, Inc.,  
its general partner


By: J. Allan Kayler  
J. Allan Kayler, Executive Vice President

STATE OF WISCONSIN )

COUNTY OF Dane )

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 8<sup>th</sup> day of July, 2003, personally appeared before me David R. Forbes and Carman S. Forbes, the President and Vice President, respectively, of Hunter's Specialties, Inc. to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the President and Vice President, respectively, of said corporation and that s/he has signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

  
Notary Public  
My commission expires: 04/15/07

STATE OF WISCONSIN )

COUNTY OF Dane )

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 8<sup>th</sup> day of July, 2003, personally appeared before me J. Allan Kayler, the Executive Vice President of ABN AMRO Mezzanine Management, Inc., the general partner of ABN AMRO Mezzanine Management III, L.P., the general partner of Midwest Mezzanine Fund III, L.P. to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Executive Vice President of the general partner of the general partner of said limited partnership and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Seymour D. Mosher  
Notary Public  
My commission expires: 04/15/07

**SCHEDULE A**  
**TO TRADEMARK SECURITY AGREEMENT**  
**REGISTERED TRADEMARKS OWNED BY**  
**HUNTER'S SPECIALTIES, INC.**

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REGISTERED</u>
CAMO COMPAC	1,167,933	09/08/1981
BOW FLAGE	1,186,302	01/19/1982
H.S. STRUT	1,398,670	06/24/1986
H.S. CAMO	1,697,787	06/30/1992
FOR SPORTSMEN, BY...	1,703,467	07/28/1992
PRIMETIME	1,863,805	11/22/1994
SCENTWICKS	1,877,719	02/07/1995
H.S. SCENTS	1,887,171	04/04/1995
HUNTER'S HEAD	1,888,140	04/11/1995
BUNSAVER	1,980,511	06/18/1996
FRESH SCRAPE	2,083,068	07/39/1997
HUNTER'S SPECIALTIES	2,100,582	09/30/1997
CORNFIELD STUBBLE	IOWA 217616	05/18/1998
TRUE TALKER	2,240,808	04/20/1999
RETRACT-A-DRAG	2,334,035	03/21/2000
D-SHAPED SEAT CUSHION	IOWA 241911	04/27/2000
WATERFOWL DECOY	IOWA 246961	10/02/2000
BUTTOLO	2,437,307	03/20/2001

CAMOSHIELD	2,447,045	04/24/2001
STINGER STICK	2,447,082	04/24/2001
WOOD WITCH	2,447,083	04/24/2001
UNDERTAKER	2,454,031	05/22/2001
SQUEEZE ME	2,460,494	06/12/2001
ALUMIWITCH	2,520,336	12/19/2001
D-SHAPED SEAT CUSHION DESIGN	2,536,782	02/05/2002
SMELL INVISIBLE	2,580,547	06/18/2002

**PENDING TRADEMARK APPLICATIONS FOR HUNTER'S SPECIALTIES**

**AS OF MAY 8, 2003**

<b><u>SERIAL NO:</u></b>	<b><u>FILING DATE</u></b>	<b><u>DOCKET NO.</u></b>	<b><u>MARK</u></b>
*78/122,690	April 18, 2002	02H1568	RINGER
*78/123,138	April 22, 2002	02H1569	VITA-RACK
*78/122,691	April 18, 2002	02H1570	BLACK ICE
78/193,033	December 10, 2002	02H1618	RACK TRACKER

\*These intent-to-use applications have been allowed, and statements of use are now being filed

Borrower also claims common law trademarks in all marks included in its catalog.

## SCHEDULE B

### TO TRADEMARK SECURITY AGREEMENT

#### LICENSED TRADEMARKS

Preferred Vendor Agreement between Ducks Unlimited, Inc. and Hunter's

License Agreement between Farmland Camouflage, Inc. and Hunter's for following camouflage designs:

Farmland™ Gold  
Farmland™ Cornbelt™

Licensing Agreement between Rocky Mountain Elk Foundation, Inc. and Hunter's

License Agreement between Jordan Outdoor Enterprises, Ltd and Hunter's for following camouflage designs:

REALTREE X-TRA® BROWN  
REALTREE X-TRA® GREY  
REALTREE HARDWOODS®  
REALTREE HARDWOODS® SNOW  
REALTREE HARDWOODS® BLAZE  
ADVANTAGE CLASSIC®  
ADVANTAGE WETLANDS CAMO®  
ADVANTAGE TIMBER®  
REALTREE HARDWOODS® using the HIGH DEFINITION™ process  
REALTREE HARDWOODS® GREEN using the HIGH DEFINITION™ process  
ADVANTAGE TIMBER® using the HIGH DEFINITION™ process

Restricted Trademark Use License between W.L. Gore & Associates and Hunter's for:

GORE-TEX®  
WINDSTOPPER®  
SUPPRESCENT®

#### LICENSES OF HUNTER'S TRADEMARKS

Licensed Product Agreement between Paris Accessories, Inc. and Hunter's

Licensed Product Agreement between Big Ben Industries, Inc. and Hunter's

Licensed Product Agreement between Fuji Industries Co. (Taiwan) LTD. and Hunter's

Licensed Product Agreement between Outdoor Cap Company, Inc. and Hunter's

General Terms for Licensing from Paramount Apparel International

