

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Folsom Corporation		05/11/2018	Corporation: NEW YORK
Bimini Bay Outfitters, Ltd.		05/11/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 87			
Property Type	Number	Word Mark	
Registration Number:	1706948	GARY YAMAMOTO CUSTOM BAITS	
Registration Number:	1810911	MARATHON ORIGINAL TACKLE	
Registration Number:	1454441	PRO CHOICE	
Registration Number:	1446621	BATTLIN' STICK	
Registration Number:	2932640	BIMINI BAY OUTFITTERS LTD	
Serial Number:	75613790	BLUE MARLIN	
Registration Number:	2512473	MARLIN TRADING CO.	
Serial Number:	85152399	THERMA COOL	
Serial Number:	85428486	ODOR GUARD	
Registration Number:	3541837	ANIMAL REPUBLIC	
Serial Number:	77827126	DRI-GUARD	
Registration Number:	3538660	GALAXY GLOW	
Serial Number:	87477668	TSUNAMI GUARD	
Serial Number:	78646438	TSUNAMI	
Serial Number:	78646448	TSUNAMI	
Serial Number:	87467357	AEGIS	
Serial Number:	87830655	BLOOD GUARD	

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Property Type	Number	Word Mark
Serial Number:	87803410	BLUEWATER MARINE
Serial Number:	87560482	SPRAYGUARD
Serial Number:	78899667	AIR WAVE
Serial Number:	78554089	BLUE WEST
Registration Number:	3541813	TSUNAMI
Serial Number:	77465064	BUG GUARD
Serial Number:	87446596	GUARDIAN
Registration Number:	4020072	MATADOR
Registration Number:	3529306	BETTY WEST
Serial Number:	78380809	BIMINI BAY OUTFITTERS
Registration Number:	3547199	BOCA GRANDE
Serial Number:	76535577	BUG GUARD
Serial Number:	76535444	CABO ANGLER
Registration Number:	3682033	ECOTECH
Serial Number:	78852833	MARLIN
Registration Number:	3541057	OCEAN REEF
Serial Number:	76535443	ODOR GUARD
Registration Number:	3538943	RAZOR TACKLE
Serial Number:	87446581	SENTINEL
Registration Number:	3378436	SOLAR GUARD
Registration Number:	4414817	SOLARGUARD
Serial Number:	76535602	STAIN GUARD
Serial Number:	78843390	STAIN GUARD
Registration Number:	3706655	STAINGUARD
Registration Number:	4373623	TROPHY WEAR
Registration Number:	3978417	TSUNAMI
Serial Number:	78925265	TSUNAMI AIRWAVE
Registration Number:	5122905	AIRWAVE
Serial Number:	77621772	AIRWAVE
Registration Number:	4576890	BOOYAH
Registration Number:	4146820	MARLIN TRADING COMPANY
Registration Number:	4564003	OCEANMAX
Serial Number:	86529176	SAVAGE
Serial Number:	87045938	TSUNAMI AWESOME POWER AIRWAVE
Registration Number:	3991009	ULTRAGUARD
Serial Number:	86529167	VAPOR
Registration Number:	4576892	XCALIBUR
Registration Number:	4576891	YUM

Property Type	Number	Word Mark
Serial Number:	78342431	CORK-E
Registration Number:	3101174	APACHE
Serial Number:	78899681	TECH II
Registration Number:	2024316	YUKON TRADERS
Registration Number:	2548408	BACKWATER
Registration Number:	1875987	BIMINI BAY OUTFITTERS LTD.
Registration Number:	3459294	BUCCANEER
Serial Number:	76082582	CAPTIVA
Serial Number:	76312021	CORTEZ
Registration Number:	2702978	DYNATEC
Registration Number:	2610439	FIVE STAR
Serial Number:	76081167	GULFSTREAM
Registration Number:	2548409	INTEGRA
Registration Number:	2640558	LOOMIS & FRANKLIN USA
Serial Number:	76155804	NEXIUM
Registration Number:	2551101	OCEAN MASTER
Serial Number:	75201481	OUTDOOR OUTFITTERS
Serial Number:	75225698	OUTDOOR OUTFITTERS
Serial Number:	75204003	SHARKY'S REEF
Registration Number:	2610438	SHORE MASTER
Registration Number:	2936576	SOLAR GUARD
Serial Number:	76547573	SPEED BUTT
Serial Number:	76082419	SURF MASTER
Serial Number:	76133886	SURVIVOR
Registration Number:	3348978	TOMAHAWK
Serial Number:	75762587	TROPHY WEAR
Registration Number:	2914989	TSUNAMI
Registration Number:	3541211	TSUNAMI
Serial Number:	76081168	TSUNAMI
Registration Number:	2644370	TUFF TIP
Registration Number:	3714063	ULTRACELL
Serial Number:	76082423	VECTOR

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215.569.5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 130375-01006

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/14/2018

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of May 11, 2018, is made by THE FOLSOM CORPORATION, a New York corporation (“Folsom”) and BIMINI BAY OUTFITTERS LTD., a New Jersey corporation (“Bimini Bay” and together with Folsom and any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as “Lender” under the Credit Agreement referenced below (the “Lender”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among the Lender, the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Lender has made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Lender, on behalf of and for the benefit of the Secured Parties, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Patents, Trademarks and Copyrights (each as defined in the Security Agreement) and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property Collateral” as hereinafter further defined); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Lender’s security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement and Security Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Security Agreement or any other Loan Document, to secure the prompt payment and performance of all Secured Obligations to Lender and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and lien upon all of such Grantor’s right, title and interest in, to and under the following

Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Secured Obligations unless and until the Secured Obligations have been indefeasibly satisfied and paid in full in cash and all Commitments under the Credit Agreement have been terminated.

Section 2. Security Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lender pursuant to the Security Agreement and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a compliance certificate under the Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lender, on behalf of and for the benefit of the Secured Parties, to secure the Secured Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Lender to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly executed and deliver a Supplement to Lender pursuant to this Section 5, each Grantor hereby authorizes Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Lender that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Lender under the Credit Agreement or any of the other Loan Documents or otherwise available to Lender as a secured creditor at law or in equity, Lender may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Credit Agreement or any other Loan Document, each Grantor hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Secured Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.

Section 9. Miscellaneous. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 8.01, Section 8.03, Section 8.09 and Section 8.10 of the Credit Agreement are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

THE FOLSOM CORPORATION

By: _____

Name: Robert Feldsott

Title: Vice President and Secretary

BIMINI BAY OUTFITTERS LTD

By: _____

Name: Robert Feldsott

Title: President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By 

Name: Salvatore P. Demma

Title: Authorized Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARK

REEL: 006352 FRAME: 0559



Schedule 1
to
Intellectual Property Security Agreement


PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

Patent Name	Owner	Patent No. (Publication No.)	Patent Date (Publication Date)	Status
FISHING LURE	Folsom Corporation	D750731	03/01/2016	Registered

2. Trademarks and Trademark Applications:

Grantor	Trademark/ Registration Number	Registration Date
The Folsom Corporation	<p>GARY YAMAMOTO CUSTOM BAITS and Design</p>  <p>RN: 1706948 SN: 74130635 Disclaimer: "CUSTOM BAITS"</p>	<p>Renewed August 11, 2012 Int'l Class: 28 First Use: January 1, 1981 Filed: January 15, 1991 Registered: August 11, 1992 Last Renewal: August 11, 2012</p>
The Folsom Corporation	<p>MARATHON ORIGINAL TACKLE and Design</p>  <p>RN: 1810911 SN: 74373827 Disclaimer: "ORIGINAL" AND "TACKLE"</p>	<p>Renewed December 14, 2013 Int'l Class: 28 First Use: 1950 Filed: March 31, 1993 Registered: December 14, 1993 Last Renewal: December 14, 2013</p>
The Folsom Corporation	<p>PRO CHOICE RN: 1454441 SN: 73629357</p>	<p>Cancelled - Sec. 8 February 28, 1994 Int'l Class: 28 First Use: November, 1958</p>

		Filed: November 10, 1986 Registered: August 25, 1987
The Folsom Corporation	BATTLIN' STICK RN: 1446621 SN: 73631124	Cancelled - Sec. 8 January 10, 1994 Int'l Class: 28 First Use: November 1, 1985 Filed: November 19, 1986 Registered: July 7, 1987
The Folsom Corporation	GARY YAMAMOTO CUSTOM BAITS and Design  RN: 1706948 SN: 74130635 Disclaimer: "CUSTOM BAITS"	Renewed August 11, 2012 Int'l Class: 28 First Use: January 1, 1981 Filed: January 15, 1991 Registered: August 11, 1992 Last Renewal: August 11, 2012
Bimini Bay Outdoors Ltd.	BIMINI BAY OUTFITTERS LTD RN: 2932640 SN: 76610865 Disclaimer: OUTFITTERS LTD	Renewed March 15, 2015 Int'l Class: 25 First Use: April 2, 1993 Filed: September 10, 2004 Registered: March 15, 2005 Last Renewal: March 15, 2015
Bimini Bay Outdoors Ltd.	BLUE MARLIN SN: 75613790	Abandoned - Failure to Respond March 16, 2000 Int'l Class: 25 First Use: March, 1995 Int'l Class: 35 First Use: July, 1994 Filed: December 31, 1998
Bimini Bay Outdoors Ltd.	MARLIN TRADING CO. RN: 2512473 SN: 76184725 Disclaimer: "TRADING CO."	Cancelled - Sec. 8 June 29, 2012 Int'l Class: 25 First Use: July, 2000 Filed: December 20, 2000 Registered: November 27, 2001
Bimini Bay Outdoors Ltd.	THERMA COOL SN: 85152399	Abandoned - Failure to Respond August 24, 2011 Filed: October 14, 2010
Bimini Bay Outdoors Ltd.	ODOR GUARD SN: 85428486	Abandoned - No Statement of Use June 1, 2015

	Disclaimer: "ODOR"	Filed: September 21, 2011
Bimini Bay Outdoors Ltd.	ANIMAL REPUBLIC RN: 3541837 SN: 78646411 Disclaimer: "ANIMAL"	Registered 8 & 15 November 4, 2014 Int'l Class: 28 First Use: July 18, 2006 Filed: June 8, 2005 Registered: December 2, 2008
Bimini Bay Outdoors Ltd.	DRI-GUARD SN: 77827126	Abandoned - Failure to Respond April 29, 2011 Filed: September 15, 2009
Bimini Bay Outdoors Ltd.	GALAXY GLOW RN: 3538660 SN: 78646393 Disclaimer: "GLOW"	Cancelled - Sec. 8 June 26, 2015 Int'l Class: 28 First Use: July 31, 2006 Filed: June 8, 2005 Registered: November 25, 2008
Bimini Bay Outdoors Ltd.	TSUNAMI GUARD SN: 87477668	Allowed - Intent to Use Notice of Allowance Issued November 28, 2017 Filed: June 6, 2017
Bimini Bay Outdoors Ltd.	TSUNAMI SN: 78646438	Abandoned - Failure to Respond September 1, 2006 Filed: June 8, 2005
Bimini Bay Outdoors Ltd.	TSUNAMI SN: 78646448	Abandoned - Failure to Respond September 1, 2006 Filed: June 8, 2005
Bimini Bay Outdoors Ltd.	AEGIS SN: 87467357	Allowed - Intent to Use Notice of Allowance Issued November 14, 2017 Filed: May 29, 2017
Bimini Bay Outdoors Ltd.	BLOOD GUARD SN: 87830655	Pending - Initialized March 15, 2018 Filed: March 12, 2018
Bimini Bay Outdoors Ltd.	BLUEWATER MARINE SN: 87803410	Pending - Initialized February 23, 2018 Filed: February 20, 2018
Bimini Bay Outdoors Ltd.	SPRAYGUARD SN: 87560482	Allowed - Intent to Use Notice of Allowance Issued February

		13, 2018 Filed: August 8, 2017
Bimini Bay Outdoors Ltd.	AIR WAVE SN: 78899667	Abandoned - Failure to Respond April 20, 2007 Filed: June 2, 2006
Bimini Bay Outdoors Ltd.	BLUE WEST SN: 78554089	Abandoned - No Statement of Use January 19, 2009 Filed: January 26, 2005
Bimini Bay Outdoors Ltd.	TSUNAMI RN: 3541813 SN: 78606208	Registered 8 & 15 November 12, 2014 Int'l Class: 09 First Use: August 25, 2006 Filed: April 11, 2005 Registered: December 2, 2008
Bimini Bay Outdoors Ltd.	BUG GUARD SN: 77465064 Disclaimer: "BUG"	Abandoned - No Statement of Use August 4, 2014 Filed: May 3, 2008
Bimini Bay Outdoors Ltd.	GUARDIAN SN: 87446596	Allowed - Intent to Use Notice of Allowance Issued November 14, 2017 Filed: May 11, 2017
Bimini Bay Outdoors Ltd.	MATADOR RN: 4020072 SN: 77878166	Cancelled - Sec. 8 April 6, 2018 Int'l Class: 28 First Use: June 14, 2010 Filed: November 21, 2009 Registered: August 30, 2011
Bimini Bay Outdoors Ltd.	BETTY WEST RN: 3529306 SN: 78937582	Registered 8 & 15 January 9, 2015 Int'l Class: 25 First Use: April 24, 2006 Filed: July 26, 2006 Registered: November 4, 2008
Bimini Bay Outdoors Ltd.	BIMINI BAY OUTFITTERS SN: 78380809 Disclaimer: OUTFITTERS	Abandoned - No Statement of Use March 3, 2008 Filed: March 9, 2004
Bimini Bay Outdoors Ltd.	BOCA GRANDE RN: 3547199 SN: 76535576	Registered 8 & 15 January 21, 2015 Int'l Class: 25

		First Use: November 12, 1999 Filed: July 25, 2003 Registered: December 16, 2008
Bimini Bay Outdoors Ltd.	BUG GUARD SN: 76535577 Disclaimer: "BUG"	Abandoned - No Statement of Use September 22, 2007 Filed: July 25, 2003
Bimini Bay Outdoors Ltd.	CABO ANGLER SN: 76535444	Abandoned - Failure to Respond September 17, 2004 Filed: July 25, 2003
Bimini Bay Outdoors Ltd.	ECOTECH RN: 3682033 SN: 77453639	Registered 8 & 15 January 10, 2015 Int'l Class: 25 First Use: January 1, 1997 Filed: April 21, 2008 Registered: September 15, 2009
Bimini Bay Outdoors Ltd.	MARLIN SN: 78852833	Abandoned - After TTAB Proceeding April 3, 2009 Filed: April 3, 2006
Bimini Bay Outdoors Ltd.	OCEAN REEF RN: 3541057 SN: 77193625	Registered 8 & 15 January 10, 2015 Int'l Class: 28 First Use: June 27, 2008 Filed: May 30, 2007 Registered: December 2, 2008
Bimini Bay Outdoors Ltd.	ODOR GUARD SN: 76535443	Abandoned - No Statement of Use February 19, 2008 Filed: July 25, 2003
Bimini Bay Outdoors Ltd.	RAZOR TACKLE RN: 3538943 SN: 78937565 Disclaimer: "TACKLE"	Registered 8 & 15 January 9, 2015 Int'l Class: 28 First Use: July 26, 2006 Filed: July 26, 2006 Registered: November 25, 2008
Bimini Bay Outdoors Ltd.	SENTINEL SN: 87446581	Allowed - Intent to Use Notice of Allowance Issued November 14, 2017 Filed: May 11, 2017
Bimini Bay Outdoors Ltd.	SOLAR GUARD	Renewed February 5, 2018

	RN: 3378436 SN: 77241541	Int'l Class: 25 First Use: December 11, 2000 Filed: July 29, 2007 Registered: February 5, 2008 Last Renewal: February 5, 2018
Bimini Bay Outdoors Ltd.	SOLARGUARD RN: 4414817 SN: 85870286	Registered October 8, 2013 Int'l Class: 25 First Use: December 11, 2000 Filed: March 7, 2013 Registered: October 8, 2013
Bimini Bay Outdoors Ltd.	STAIN GUARD SN: 76535602 Disclaimer: "STAIN"	Abandoned - Failure to Respond March 31, 2005 Filed: July 25, 2003
Bimini Bay Outdoors Ltd.	STAIN GUARD SN: 78843390 Disclaimer: "STAIN"	Abandoned - Failure to Respond January 2, 2009 Int'l Class: 25 First Use: May 17, 2006 Filed: March 22, 2006
Bimini Bay Outdoors Ltd.	STAINGUARD RN: 3706655 SN: 77572997	Registered 8 & 15 January 10, 2015 Int'l Class: 25 First Use: July 1, 2009 Filed: September 18, 2008 Registered: November 3, 2009
Bimini Bay Outdoors Ltd.	TROPHY WEAR RN: 4373623 SN: 85693887 Disclaimer: "WEAR"	Registered July 23, 2013 Int'l Class: 25 First Use: May 1, 2013 Filed: August 2, 2012 Registered: July 23, 2013
Bimini Bay Outdoors Ltd.	TSUNAMI RN: 3978417 SN: 77241551	Cancelled - Sec. 8 January 19, 2018 Int'l Class: 28 First Use: February 1, 2007 Filed: July 29, 2007 Registered: June 14, 2011
Bimini Bay Outdoors Ltd.	TSUNAMI AIRWAVE SN: 78925265	Abandoned - Failure to Respond May 12, 2009 Int'l Class: 28 First Use: February 9, 2007 Filed: July 9, 2006

Bimini Bay Outdoors Ltd.	AIRWAVE RN: 5122905 SN: 87045935	Registered January 17, 2017 Int'l Class: 28 First Use: February 9, 2007 Filed: May 21, 2016 Registered: January 17, 2017
Bimini Bay Outdoors Ltd.	AIRWAVE SN: 77621772	Abandoned - Failure to Respond October 6, 2009 Int'l Class: 28 First Use: February 9, 2007 Filed: November 25, 2008
Bimini Bay Outdoors Ltd.	BOOYAH RN: 4576890 SN: 85900739	Registered July 29, 2014 Int'l Class: 09 First Use: December 27, 2013 Filed: April 10, 2013 Registered: July 29, 2014
Bimini Bay Outdoors Ltd.	MARLIN TRADING COMPANY RN: 4146820 SN: 85498105 Disclaimer: "TRADING COMPANY"	Registered May 22, 2012 Int'l Class: 25 First Use: January 8, 2009 Filed: December 17, 2011 Registered: May 22, 2012
Bimini Bay Outdoors Ltd.	OCEANMAX RN: 4564003 SN: 86131397	Registered July 8, 2014 Int'l Class: 28 First Use: July 24, 2013 Filed: November 27, 2013 Registered: July 8, 2014
Bimini Bay Outdoors Ltd.	SAVAGE SN: 86529176	Allowed - Intent to Use 2nd Extension of Time Granted March 8, 2018 Filed: February 9, 2015
Bimini Bay Outdoors Ltd.	TSUNAMI AWESOME POWER AIRWAVE SN: 87045938	Abandoned - Failure to Respond April 6, 2017 Int'l Class: 28 First Use: February 9, 2007 Filed: May 21, 2016
Bimini Bay Outdoors Ltd.	ULTRAGUARD RN: 3991009 SN: 85020558	Registered 8 & 15 November 2, 2017 Int'l Class: 25 First Use: April 30, 2011

		Filed: April 22, 2010 Registered: July 5, 2011
Bimini Bay Outdoors Ltd.	VAPOR SN: 86529167	Abandoned - Failure to Respond December 10, 2015 Filed: February 9, 2015
Bimini Bay Outdoors Ltd.	XCALIBUR RN: 4576892 SN: 85900764	Registered July 29, 2014 Int'l Class: 09 First Use: January 13, 2014 Filed: April 10, 2013 Registered: July 29, 2014
Bimini Bay Outdoors Ltd.	YUM RN: 4576891 SN: 85900752	Registered July 29, 2014 Int'l Class: 09 First Use: January 3, 2014 Filed: April 10, 2013 Registered: July 29, 2014
Bimini Bay Outdoors Ltd.	CORK-E SN: 78342431	Abandoned - Failure to Respond February 20, 2005 Int'l Class: 28 First Use: November 1, 2003 Filed: December 17, 2003
Bimini Bay Outdoors Ltd.	APACHE RN: 3101174 SN: 76547572	Renewed June 6, 2016 Int'l Class: 28 First Use: June 14, 2004 Filed: September 30, 2003 Registered: June 6, 2006 Last Renewal: June 6, 2016
Bimini Bay Outdoors Ltd.	TECH II SN: 78899681	Abandoned - No Statement of Use October 19, 2009 Filed: June 2, 2006
Bimini Bay Outdoors Ltd.	YUKON TRADERS RN: 2024316 SN: 74536812	Cancelled - Sec. 8 September 22, 2007 Int'l Class: 25 First Use: June 6, 1995 Filed: June 13, 1994 Registered: December 17, 1996
Bimini Bay Outdoors Ltd.	BACKWATER RN: 2548408 SN: 76080671	Renewed March 12, 2012 Int'l Class: 28 First Use: November 15, 2000 Filed: June 30, 2000

		Registered: March 12, 2002 Last Renewal: March 12, 2012
Bimini Bay Outdoors Ltd.	BIMINI BAY OUTFITTERS LTD. RN: 1875987 SN: 74315420 Disclaimer: "OUTFITTERS LTD."	Renewed January 24, 2015 Int'l Class: 25 First Use: April 2, 1993 Filed: September 21, 1992 Registered: January 24, 1995 Last Renewal: January 24, 2015
Bimini Bay Outdoors Ltd.	BUCCANEER RN: 3459294 SN: 78360237	Registered 8 & 15 November 14, 2014 Int'l Class: 28 First Use: May 1, 2008 Filed: January 30, 2004 Registered: July 1, 2008
Bimini Bay Outdoors Ltd.	CAPTIVA SN: 76082582	Abandoned - Failure to Respond April 8, 2002 Filed: July 1, 2000
Bimini Bay Outdoors Ltd.	CORTEZ SN: 76312021	Abandoned - Failure to Respond August 8, 2002 Filed: September 13, 2001
Bimini Bay Outdoors Ltd.	DYNATEC RN: 2702978 SN: 76081164	Cancelled - Sec. 8 November 7, 2009 Int'l Class: 28 First Use: April 4, 2001 Filed: June 30, 2000 Registered: April 1, 2003
Bimini Bay Outdoors Ltd.	FIVE STAR RN: 2610439 SN: 76080673	Renewed August 20, 2012 Int'l Class: 28 First Use: November 21, 2001 Filed: June 30, 2000 Registered: August 20, 2002 Last Renewal: August 20, 2012
Bimini Bay Outdoors Ltd.	GULFSTREAM SN: 76081167	Abandoned - No Statement of Use June 13, 2004 Filed: June 30, 2000
Bimini Bay Outdoors Ltd.	INTEGRA RN: 2548409 SN: 76080674	Renewed March 12, 2012 Int'l Class: 28 First Use: October 4, 2000 Filed: June 30, 2000

		Registered: March 12, 2002 Last Renewal: March 12, 2012
Bimini Bay Outdoors Ltd.	LOOMIS & FRANKLIN USA RN: 2640558 SN: 76133789 Disclaimer: "USA"	Cancelled - Sec. 8 May 30, 2009 Int'l Class: 28 First Use: November 21, 2001 Filed: September 22, 2000 Registered: October 22, 2002
Bimini Bay Outdoors Ltd.	NEXIUM SN: 76155804	Abandoned - No Statement of Use April 28, 2005 Filed: October 27, 2000
Bimini Bay Outdoors Ltd.	OCEAN MASTER RN: 2551101 SN: 76081170	Cancelled - Sec. 8 December 27, 2008 Int'l Class: 28 First Use: October 13, 2000 Filed: June 30, 2000 Registered: March 19, 2002
Bimini Bay Outdoors Ltd.	OUTDOOR OUTFITTERS SN: 75201481	Abandoned - Failure to Respond September 27, 1998 Filed: November 8, 1996
Bimini Bay Outdoors Ltd.	OUTDOOR OUTFITTERS SN: 75225698	Abandoned - Failure to Respond September 27, 1998 Int'l Class: 18,28 First Use: July 1, 1996 Filed: January 14, 1997
Bimini Bay Outdoors Ltd.	SHARKY'S REEF SN: 75204003	Abandoned - Failure to Respond September 26, 1998 Filed: November 5, 1996
Bimini Bay Outdoors Ltd.	SHORE MASTER RN: 2610438 SN: 76080672	Renewed August 20, 2012 Int'l Class: 28 First Use: November 21, 2001 Filed: June 30, 2000 Registered: August 20, 2002 Last Renewal: August 20, 2012
Bimini Bay Outdoors Ltd.	SOLAR GUARD RN: 2936576 SN: 76177850	Renewed March 29, 2015 Int'l Class: 24 First Use: December 11, 2000 Filed: December 8, 2000 Registered: March 29, 2005 Last Renewal: March 29, 2015

Bimini Bay Outdoors Ltd.	SPEED BUTT SN: 76547573	Abandoned - Failure to Respond May 14, 2008 Int'l Class: 28 First Use: March 15, 2004 Filed: September 30, 2003
Bimini Bay Outdoors Ltd.	SURF MASTER SN: 76082419	Abandoned - Failure to Respond August 23, 2001 Filed: June 30, 2000
Bimini Bay Outdoors Ltd.	SURVIVOR SN: 76133886	Abandoned - No Statement of Use May 5, 2008 Filed: September 22, 2000
Bimini Bay Outdoors Ltd.	TOMAHAWK RN: 3348978 SN: 76547574	Renewed December 4, 2017 Int'l Class: 28 First Use: June 16, 2004 Filed: September 30, 2003 Registered: December 4, 2007 Last Renewal: December 4, 2017
Bimini Bay Outdoors Ltd.	TROPHY WEAR SN: 75762587 Disclaimer: "WEAR"	Abandoned - Failure to Respond March 17, 2004 Filed: July 28, 1999
Bimini Bay Outdoors Ltd.	TSUNAMI RN: 2914989 SN: 76977062	Renewed December 28, 2014 Int'l Class: 28 First Use: July 30, 2000 Filed: June 30, 2000 Registered: December 28, 2004 Last Renewal: December 28, 2014
Bimini Bay Outdoors Ltd.	TSUNAMI RN: 3541211 SN: 77244176	Registered 8 & 15 November 14, 2014 Int'l Class: 11 First Use: January 25, 2007 Filed: August 1, 2007 Registered: December 2, 2008
Bimini Bay Outdoors Ltd.	TSUNAMI SN: 76081168	Abandoned - No Statement of Use September 11, 2005 Filed: June 30, 2000
Bimini Bay Outdoors Ltd.	TUFF TIP	Renewed October 29, 2012

	RN: 2644370 SN: 76288735 Disclaimer: "TIP"	Int'l Class: 28 First Use: July 1, 2001 Filed: July 20, 2001 Registered: October 29, 2002 Last Renewal: October 29, 2012
Bimini Bay Outdoors Ltd.	ULTRACELL RN: 3714063 SN: 77572956	Registered 8 & 15 January 10, 2015 Int'l Class: 25 First Use: November 30, 2003 Filed: September 18, 2008 Registered: November 24, 2009
Bimini Bay Outdoors Ltd.	VECTOR SN: 76082423	Abandoned - Express November 10, 2003 Filed: June 30, 2000

3. Copyrights and Copyright Applications:

Copyright Name	Owner	Registration No.	Registration Date
Cruisin'	Bimini Bay Outfitters, Ltd.	VA0001086137	05/07/2001
H2O X extreme	Bimini Bay Outfitters, Ltd.	VAu000748941	06/05/2007

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, 201__, by THE FOLSOM CORPORATION, a New York corporation ("Folsom") and BIMINI BAY OUTFITTERS LTD., a New Jersey corporation ("Bimini Bay" and together with Folsom and any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender");

W I T N E S S E T H

WHEREAS, Grantors and Lender are parties to a certain Intellectual Property Security Agreement, dated as of May 11, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Secured Obligations to Lender and each other Secured Party, Grantors have assigned, pledged and granted to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Lender a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Security Agreement or any of the other Loan Documents, to secure the prompt payment and performance of all Secured Obligations to Lender and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Lender that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

THE FOLSOM CORPORATION

By: _____
Name:
Title:

BIMINI BAY OUTFITTERS LTD.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____