

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penn Fishing Tackle Mfg. Co.		12/21/2018	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as First Lien Collateral Agent
Street Address:	200 Vesey Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	4261606	PENN
Registration Number:	4272460	PENN
Registration Number:	1404194	PENN POWER STICK
Registration Number:	1564737	SLICK BUTT
Registration Number:	2977824	BAJA SPECIAL
Registration Number:	1675235	INTERNATIONAL
Registration Number:	1016079	INTERNATIONAL
Registration Number:	1719537	JIGMASTER
Registration Number:	2554123	LIVE LINER
Registration Number:	1009216	PENN
Registration Number:	0674119	PENN
Registration Number:	2835005	PENN PURSUIT
Registration Number:	1274429	PENN REELS
Registration Number:	1838443	PENN SPINFISHER
Registration Number:	2380170	POWER GRAPH
Registration Number:	3048247	PURSUIT
Registration Number:	0753268	SENATOR
Registration Number:	1716016	SENATOR

OP \$1090.00 4261606

Property Type	Number	Word Mark
Registration Number:	2793861	SLAMMER
Registration Number:	0720287	SPINFISHER
Registration Number:	1911544	TUNA STICK
Registration Number:	3497279	INTERNATIONAL TORQUE
Registration Number:	4064289	ALLEGIANCE
Registration Number:	4791031	BATTALION
Registration Number:	4049320	BATTLE
Registration Number:	4867843	CARNAGE
Registration Number:	4863938	CLASH
Registration Number:	4481449	CONFLICT
Registration Number:	4049321	FIERCE
Registration Number:	4317270	JIGMASTER
Registration Number:	4367839	LET THE BATTLE BEGIN
Registration Number:	4280257	LET THE BATTLE BEGIN
Registration Number:	4436658	MARINER
Registration Number:	4457475	PENN
Registration Number:	4328756	PREVAIL
Registration Number:	4316559	PURSUIT
Registration Number:	4328755	RAMPAGE
Registration Number:	4273231	REGIMENT
Registration Number:	4139757	SQUADRON
Registration Number:	4280247	SQUALL
Registration Number:	4151463	TORQUE
Registration Number:	4860128	WARFARE
Registration Number:	2984799	PENN SPINFISHER

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 045777-0122

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 12/21/2018

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of December 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

WHEREAS, SP PF Buyer LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), Holdings, Royal Bank of Canada, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and First Lien Collateral Agent, and each Lender from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Asset, which include any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, but only to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law);

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now

or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

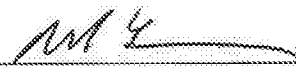
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


PURE FISHING, INC.,
as a Grantor

By: 
Name: Neil Eibeler
Title: President

PENN FISHING TACKLE MFG. CO.,
as a Grantor

By: 
Name: Neil Eibeler
Title: President

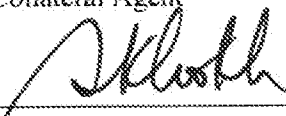
SHAKESPEARE ALL STAR ACQUISITION
LLC,
as a Grantor

By: 
Name: Neil Eibeler
Title: President

ROYAL BANK OF CANADA,
as First Lien Collateral Agent

By: _____

Name:


Susan Khokher

Title:

Manager, Agency

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK

REEL: 006508 FRAME: 0308

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	BERKLEY 7STRAND & Design	3824174
Pure Fishing, Inc.	ACTION FIRST	4679828
Shakespeare All Star Acquisition LLC	AGILITY	4342609
Shakespeare All Star Acquisition	ALL STAR	3049543
Shakespeare All Star Acquisition	ALL STAR and Design	2188843
Shakespeare All Star Acquisition	ALL STAR and Design (New)	4328935
Penn Fishing Tackle Mfg. Company	ALLEGIANCE	4064289
Shakespeare All Star Acquisition LLC	ALPHA	1172440
Shakespeare All Star Acquisition LLC	AMPHIBIAN	3755971
Pure Fishing, Inc.	ARMOR COATED	4508317
Shakespeare All Star Acquisition LLC	AXIOM	2595416
Penn Fishing Tackle Mfg. Co.	BAJA SPECIAL	2977824
Pure Fishing, Inc.	BASSBUSTER	0990065
Penn Fishing Tackle Mfg. Company	BATTALION	4791031
Penn Fishing Tackle Mfg. Company	BATTLE	4049320
Pure Fishing, Inc.	BEETLE BOU	3868341
Pure Fishing, Inc.	BEETLE SPIN	0947854
Shakespeare All Star Acquisition LLC	BENT ROD DESIGN	2619419
Pure Fishing, Inc.	BERKLEY	2436312
Pure Fishing, Inc.	BERKLEY	4292542
Pure Fishing, Inc.	BERKLEY & Fish Design	3640326
Pure Fishing, Inc.	BERKLEY & Oval Design	5002821
Pure Fishing, Inc.	BERKLEY & Oval Design	3731852
Pure Fishing, Inc.	BERKLEY & Oval Design	5261849
Pure Fishing, Inc.	BERKLEY AIR	3022442
Pure Fishing, Inc.	BERKLEY BIG GAME	3121277
Pure Fishing, Inc.	BERKLEY POWERBAIT BLADEDANCER and Design	3013413
Pure Fishing, Inc.	BERKLEY SERIES ONE	1452323

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	BERKLEY Stylized no Shield	5083491
Pure Fishing, Inc.	BERKLEY Stylized with Shield	5083490
Pure Fishing, Inc.	BIG CAT	2474528
Pure Fishing, Inc.	BIG GAME EXTREME FIGHTING POWER	3122099
Pure Fishing, Inc.	BLACK VELVET	5013335
Pure Fishing, Inc.	BRUISER	2744648
Penn Fishing Tackle Mfg. Company	CARNAGE	4867843
Pure Fishing, Inc.	CASTER	2996287
Shakespeare All Star Ac- quisition LLC	CATCH A MONSTER	
Shakespeare All Star Ac- quisition LLC	CEDAR CANYON FLY	5096214
Pure Fishing, Inc.	CHERRYWOOD	0972113
Pure Fishing, Inc.	CHERRYWOOD	3743671
Shakespeare All Star Ac- quisition LLC	CIRRUS	1964745
Penn Fishing Tackle Mfg. Company	CLASH	4863938
Shakespeare All Star Ac- quisition LLC	CLEAR TIP	2446560
Penn Fishing Tackle Mfg. Company	CONFLICT	4481449
Shakespeare All Star Ac- quisition LLC	CONTENDER	3237479
Pure Fishing, Inc.	COPPERHEAD	2297562
Pure Fishing, Inc.	CRAPPIE BUSTER	1670372
Pure Fishing, Inc.	CRAW FATTY	4183956
Shakespeare All Star Ac- quisition LLC	CRITERION	1864330
Pure Fishing, Inc.	CROSS-LOK	1124105
Shakespeare All Star Ac- quisition LLC	Crusader	4425865
Pure Fishing, Inc.	DEDICATED TO THE FUTURE OF FISH- ING	3532426
Shakespeare All Star Ac- quisition LLC	DESIGN - CLEAR TIP	1261786
Pure Fishing, Inc.	DEVIL SPEAR	4206765
Shakespeare All Star Ac- quisition LLC	DURANGO	2254072
Pure Fishing, Inc.	DURA-STRETCH	2398229
Pure Fishing, Inc.	EAGLE	2195820
Pure Fishing, Inc.	EFFORTLESS CASTING	4688769
Pure Fishing, Inc.	EPIC	5464757
Pure Fishing, Inc.	EPIC	2062238

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Shakespeare All Star Acquisition LLC	EXCURSION	2378119
Shakespeare All Star Acquisition LLC	E-Z CAST	1380576
Shakespeare All Star Acquisition LLC	E-Z RELEASE	2894693
Pure Fishing, Inc.	FENLITE	
Pure Fishing, Inc.	FENWICK	1247191
Pure Fishing, Inc.	FENWICK & Design (rod)	0851374
Pure Fishing, Inc.	FENWICK & Design (rod)	1245488
Pure Fishing, Inc.	FENWICK (STYLIZED)	1245477
Pure Fishing, Inc.	FENWICK EAGLE	1653791
Penn Fishing Tackle Mfg. Company	FIERCE	4049321
Shakespeare All Star Acquisition LLC	FIREBIRD	1742374
Pure Fishing, Inc.	FIRELINE	2012800
Pure Fishing, Inc.	FISH BITE AND WON'T LET GO	1878726
Pure Fishing, Inc.	Fish Design	4602240
Pure Fishing, Inc.	FISHERMAN'S FACTORY OUTLET	3569719
Pure Fishing, Inc.	FISH-HAB	1309039
Pure Fishing, Inc.	FLICKER MINNOW	4611553
Pure Fishing, Inc.	FLICKER SHAD	3951580
Pure Fishing, Inc.	FLUOROCAST	3932216
Pure Fishing, Inc.	FUSION	2103843
Pure Fishing, Inc.	GOLDEN WING	4679649
Pure Fishing, Inc.	GREEN MACHINE	1120620
Shakespeare All Star Acquisition LLC	GRIPNWEIGH	2855022
Pure Fishing, Inc.	GUIDELITE	2753451
Pure Fishing, Inc.	GULP!	2902123
Pure Fishing, Inc.	GULP! ALIVE	3300117
Pure Fishing, Inc.	GULP! HEADS!	4301659
Pure Fishing, Inc.	H HODGMAN & Design	4693075
Pure Fishing, Inc.	HAVOC	3987266
Shakespeare All Star Acquisition LLC	HIDE-A-HOOK BOBBER & Design	4269576
Pure Fishing, Inc.	HI-TEST	2855291
Pure Fishing, Inc.	H-LOCK	4882090
Pure Fishing, Inc.	HMG	1036863
Pure Fishing, Inc.	HMX	3158823
Pure Fishing, Inc.	HODGMAN	1540600
Pure Fishing, Inc.	HODGMAN BRIGHTON	5566169

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	Hodgman Tree Sun Logo	2416964
Pure Fishing, Inc.	HPCR	3159479
Pure Fishing, Inc.	IMPACT	2365118
Penn Fishing Tackle Mfg. Co.	INTERNATIONAL	1675235
Penn Fishing Tackle Mfg. Co.	INTERNATIONAL	1016079
Pure Fishing, Inc.	IRON FEATHER	4961326
Pure Fishing, Inc.	IRONSILK	4786628
Penn Fishing Tackle Mfg. Company	JIGMASTER	4317270
Penn Fishing Tackle Mfg. Co.	JIGMASTER	1719537
Shakespeare All Star Ac- quisition LLC	JUNIOR	5066289
Pure Fishing, Inc.	KOOLIE	4343676
Shakespeare All Star Ac- quisition LLC	LADY FISH Pink Ribbon Design	3794286
Shakespeare All Star Ac- quisition LLC	LADY FISH Pink Ribbon Design (no back- ground)	3808203
Pure Fishing, Inc.	LAKESTREAM	3663738
Penn Fishing Tackle Mfg. Company	LET THE BATTLE BEGIN	4367839
Penn Fishing Tackle Mfg. Company	LET THE BATTLE BEGIN	4280257
Pure Fishing, Inc.	LIGHTNING ROD	4853991
Pure Fishing, Inc.	LIGHTNING ROD (STYLIZED)	1389239
Penn Fishing Tackle Mfg. Co.	LIVE LINER	2554123
Pure Fishing, Inc.	LIVE TO FISH	2591507
Pure Fishing, Inc.	MAGIC SWIMMER	4469910
Shakespeare All Star Ac- quisition LLC	MANTIS	2644398
Penn Fishing Tackle Mfg. Company	MARINER	4436658
Pure Fishing, Inc. ¹	MCPAHON	1296460
Shakespeare All Star Ac- quisition LLC	MEDALIST	3778050
Shakespeare All Star Ac- quisition LLC ²	MEDALIST (STYLIZED)	0264904

¹ Missing the name change from Berkley and Company, Inc. to Berkley Inc.

² Slight break in title. The Registrant was The Enterprise Manufacturing Company. There is a name change from Enterprise Manufacturing Co. to Pflueger Corporation.

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	MICRO ICE	2476724
Shakespeare All Star Acquisition LLC	MICROCAST	1842437
Shakespeare All Star Acquisition LLC	MICROSPIN	1843768
Pure Fishing, Inc.	MORRUM	2371243
Pure Fishing, Inc.	NANOFIL	4199170
Shakespeare All Star Acquisition LLC	NEIGHBORHOOD HEROES	
Pure Fishing, Inc.	NIGHTHAWK	4804628
Pure Fishing, Inc.	NOTHING GETS AWAY	2833907
Pure Fishing, Inc.	ONDUSPOON	4343675
Pure Fishing, Inc.	OUT FISHES ALL OTHER BAIT!	3396680
Pure Fishing, Inc.	OUTBACK	1525922
Shakespeare All Star Acquisition LLC	OUTCAST	2708735
Pure Fishing, Inc.	OUTFISHES LIVE BAIT!	3022276
Pure Fishing, Inc.	OUTLASTS LIVE!	3481519
Pure Fishing, Inc.	OUTRIGGER	2867313
Pure Fishing, Inc.	PANFISH BUSTER	4893299
Shakespeare All Star Acquisition LLC	PATRIARCH	4171760
Penn Fishing Tackle Mfg. Co.	PENN	1009216
Penn Fishing Tackle Mfg. Co.	PENN	0674119
Penn Fishing Tackle Mfg. Company ³	PENN & Design (4 fish)	4457475
Penn Fishing Tackle Manufacturing Company ⁴	PENN & Design (4 fish)	4261606
Penn Fishing Tackle Manufacturing Company ⁵	PENN & Design (logo)	4272460
Penn Fishing Tackle Manufacturing Company	PENN POWER STICK	1404194
Penn Fishing Tackle Mfg. Co.	PENN PURSUIT	2835005
Penn Fishing Tackle Mfg. Co.	PENN REELS	1274429
Penn Fishing Tackle Mfg. Co.	PENN SPINFISHER	1838443
Penn Fishing Tackle Manufacturing Co.	PENN SPINFISHER	2984799

³ This was listed as an Iowa corporation. On the PC, it is listed as a Pennsylvania corporation

⁴ This was listed as an Iowa corporation. On the PC, it is listed as a Pennsylvania corporation

⁵ This was listed as an Iowa corporation. On the PC, it is listed as a Pennsylvania corporation

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Shakespeare All Star Acquisition LLC	PFLUEGER	4268762
Shakspeare All Star Acquisition LLC	PFLUEGER	3630374
Shakspeare All Star Acquisition LLC	PFLUEGER PURIST	2219287
Shakspeare All Star Acquisition LLC ⁶	PFLUEGER SUPREME	0718896
Pure Fishing, Inc.	PIT BOSS	4176608
Shakspeare All Star Acquisition LLC	PLATINUM	3587106
Pure Fishing, Inc.	POWER	1687210
Pure Fishing, Inc.	POWER BAIT	1568574
Pure Fishing, Inc.	POWER EGGS	1592180
Penn Fishing Tackle Mfg. Co.	POWER GRAPH	2380170
Pure Fishing, Inc.	POWER GRUB	3879160
Pure Fishing, Inc.	POWER GRUBS	1592183
Pure Fishing, Inc.	POWER NUGGETS	1609888
Pure Fishing, Inc.	POWER WIGGLERS	1592176
Pure Fishing, Inc.	POWER WORM	3870053
Pure Fishing, Inc.	POWER WORMS	1592181
Pure Fishing, Inc.	POWERBAIT	3013414
Shakspeare All Star Acquisition LLC	PRESIDENT	2117003
Penn Fishing Tackle Mfg. Company	PREVAIL	4328756
Pure Fishing, Inc.	PROPLER	4343673
Pure Fishing, Inc.	PROSPEC	4183957
Pure Fishing, Inc.	PURE FISHING	4234211
Pure Fishing, Inc.	PURE FISHING	2579267
Pure Fishing, Inc.	PURE FISHING & Design	4234210
Pure Fishing, Inc.	PURE FISHING & Design	4297587
Pure Fishing, Inc.	PURE FISHING & Design	2567885
Penn Fishing Tackle Mfg. Company	PURSUIT	4316559
Penn Fishing Tackle Mfg. Co.	PURSUIT	3048247
Pure Fishing, Inc.	RADIAL CONSTRUCTION & Design	3911223
Penn Fishing Tackle Mfg. Company	RAMPAGE	4328755

⁶ Slight break in title. The Registrant was The Enterprise Manufacturing Company. There is a name change from Enterprise Manufacturing Co. to Pflueger Corporation.

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	RATTLER	4343674
Pure Fishing, Inc.	REFLEX	4488756
Penn Fishing Tackle Mfg. Company	REGIMENT	4273231
Pure Fishing, Inc.	SEBILE	3834281
Pure Fishing, Inc.	SEBILE & Design	3834282
Penn Fishing Tackle Mfg. Co.	SENATOR	0753268
Penn Fishing Tackle Mfg. Co.	SENATOR	1716016
Pure Fishing, Inc.	SENSATION	2709943
Pure Fishing, Inc.	SENSITHIN	2319413
Pure Fishing, Inc.	SEVALON	1305718
Pure Fishing, Inc.	SEVALON	1138490
Pure Fishing, Inc.	SEVENSTRAND	1298434
Pure Fishing, Inc.	SEVENSTRAND	1220113
Shakspeare All Star Acquisition LLC	SHAKESPEARE	4653367
Shakspeare All Star Acquisition LLC	SHAKESPEARE	4246961
Shakspeare All Star Acquisition LLC	SHAKESPEARE	1511029
Shakspeare All Star Acquisition LLC	SHAKESPEARE	1502987
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2490605
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2241288
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2183050
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2211805
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2242083
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2241290
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2241287
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2213444
Shakspeare All Star Acquisition LLC	SHAKESPEARE	2242084
Shakspeare All Star Acquisition LLC	SHAKESPEARE & DESIGN 1897 (COLOR)	2831616
Shakspeare All Star Acquisition LLC	SHAKESPEARE (STYLIZED)	0359879

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	SILVER HAWK	4552014
Penn Fishing Tackle Mfg. Co.	SLAMMER	2793861
Penn Fishing Tackle Manufacturing Company	SLICK BUTT	1564737
Pure Fishing, Inc.	SMOOTH HANDLING SUPERLINE	2476843
Pure Fishing, Inc.	SOFT BAIT, CRANK, SPINNER, LIVE & Design	3781151
Pure Fishing, Inc.	SPIDER	2903536
Pure Fishing, Inc.	Spider Design	1877740
Pure Fishing, Inc.	SPIDERWIRE	4688840
Pure Fishing, Inc.	SPIDERWIRE	2035583
Pure Fishing, Inc.	SPIDERWIRE & Spider Design	4688284
Pure Fishing, Inc.	SPIDERWIRE EZ MONO	3733615
Penn Fishing Tackle Mfg. Co.	SPINFISHER	0720287
Pure Fishing, Inc.	SPRITE	2127272
Penn Fishing Tackle Mfg. Company	SQUADRON	4139757
Penn Fishing Tackle Mfg. Company	SQUALL	4280247
Pure Fishing, Inc.	STAMINA	4468842
Pure Fishing, Inc.	STEALTH	4056553
Pure Fishing, Inc.	STEELON	4735347
Pure Fishing, Inc.	STEELON (STYLIZED)	533914
Pure Fishing, Inc.	STREN	0678371
Pure Fishing, Inc.	STREN	2730202
Pure Fishing, Inc.	STREN	4477729
Pure Fishing, Inc.	STREN	4470575
Pure Fishing, Inc.	STREN ORIGINAL	3286136
Pure Fishing, Inc.	STREN SUPER KNOT	3446760
Shakespeare All Star Acquisition LLC	STURDY STIK	1397736
Shakespeare All Star Acquisition LLC	SUMMIT	1839049
Pure Fishing, Inc.	SUPER MONO	2244204
Shakespeare All Star Acquisition LLC	SYNERGY	2155456
Shakespeare All Star Acquisition LLC	TANGLEFREE	2413420
Pure Fishing, Inc.	TECHNA	2296707
Pure Fishing, Inc. ⁷	TECHNA AV	2395937

⁷ On the USPTO TESS page, there is a typo in the name.

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	THE DEUCE	4147669
Pure Fishing, Inc.	THERMOBOOT	
Shakespeare All Star Acquisition LLC	TIDEWATER	1927411
Shakespeare All Star Acquisition LLC	TIGER	3102530
Penn Fishing Tackle Mfg. Company	TORQUE	4151463
Pure Fishing, Inc.	TRACER	3652341
Pure Fishing, Inc.	TRANSITION	3029929
Pure Fishing, Inc.	TRANSOPTIC	3932217
Shakespeare All Star Acquisition LLC	TRAVEL MATE	2418237
Pure Fishing, Inc.	TRILENE	0697743
Pure Fishing, Inc.	TRILENE XL	0964082
Pure Fishing, Inc.	TRILENE XT	1107423
Pure Fishing, Inc.	TROUT DOUGH SERIES	4292734
Penn Fishing Tackle Mfg. Co.	TUNA STICK	1911544
Pure Fishing, Inc.	TURBO DOUGH	2599330
Shakespeare All Star Acquisition LLC	UGLY STIK	4754789
Shakespeare All Star Acquisition LLC	UGLY STIK	1064566
Shakespeare All Star Acquisition LLC	UGLY STIK	2546533
Shakespeare All Star Acquisition LLC	UGLY STIK	3379511
Shakespeare All Star Acquisition LLC	UGLY STIK	3593241
Shakespeare All Star Acquisition LLC	UGLY STIK INTERCOASTAL	2202156
Shakespeare All Star Acquisition LLC	UGLY STIK LITE	1389220
Shakespeare All Star Acquisition LLC	UGLY STIK TIGER	2180823
Pure Fishing, Inc.	UNIFIED FILAMENT TECHNOLOGY THE NEXT GENERATION IN FISHING LINE	4688768
Pure Fishing, Inc.	UNLEASH THE ACTION	4283439
Pure Fishing, Inc.	V & Design	4823251
Pure Fishing, Inc.	VANISH	2409458
Pure Fishing, Inc.	VENDETTA	3962565

Owner (REGISTRANT) Berkley Inc. CORPORATION IOWA 1900 18th Street Spirit Lake IOWA 51360
(LAST LISTED OWNER) PURE FISHING, INC. CORPORATION IOWA 1900 18TH STREET SPIRIT LAKE IOWA 51360

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Pure Fishing, Inc.	VENGEANCE	3962566
Pure Fishing, Inc.	VERITAS	4067765
Pure Fishing, Inc.	VIBRATO	4343677
Pure Fishing, Inc.	WADELITE	2629958
Pure Fishing, Inc.	WADELITE	2012760
Pure Fishing, Inc.	WADETECH	2761098
Pure Fishing, Inc. ⁸	WADEWELL	0508032
Penn Fishing Tackle Mfg. Company	WARFARE	4860128
Pure Fishing, Inc.	WHIPLASH	2588919
Shakespeare All Star Ac- quisition LLC	WONDERPOLE	2167846
Pure Fishing, Inc.	WORLD CLASS	2052480
Shakespeare All Star Ac- quisition LLC	X Stylized	2987820
Pure Fishing, Inc.	X VEIL	5074933
Pure Fishing, Inc.	XL	2347403
Pure Fishing, Inc.	XT	2347404
Shakespeare All Star Ac- quisition LLC	XTOOLS	3457576
Shakespeare All Star Ac- quisition LLC	XTOOLS Stylized	2889934
Pure Fishing, Inc.	ZILLA	4343731
Penn Fishing Tackle Mfg. Co.	INTERNATIONAL TORQUE	3497279
Pure Fishing, Inc.	CITATION	0663085
Pure Fishing, Inc.	FENLITE	87533553 Intent to use
Pure Fishing, Inc.	THERMOBOOT	87442039 Intent to use
Shakespeare All Star Ac- quisition LLC	TRION	2586321
Shakespeare All Star Ac- quisition LLC	PFLUEGER	0071940
Shakespeare All Star Ac- quisition LLC	NEIGHBORHOOD HEROES	88140782 Intent to use
Shakespeare All Star Ac- quisition LLC	CATCH A MONSTER	88140764 Intent to use
Shakespeare All Star Ac- quisition LLC	AS (design)	3496542 ⁹

⁸ Slight break in title. Eltra Corporation assigned the trademark to Hodgman Incorporated. Hodgman, Inc. assigned the trademark to Stearns Inc.

⁹ A renewal was due by September 2, 2018. There is a final grace period to renew by March 2, 2019