FORM PTO-1594
1-31-92

MRD 1/11/98

04-22-1999

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner of ... attached original documents or copy thereof.

1. Name of conveying party(ies):

MRD 1-11-98

The Outdoor Recreation Group

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State California
- ☐ Other

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

2. Name and address of receiving party(ies):

Name: Wells Fargo Bank, National Association

Internal Address: Attn: Art Brokx

Street Address: 333 S. Grand Ave., 9th Floor

City: Los Angeles State: CA ZIP: 90071

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other national banking association

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

3. Nature of conveyance:

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

Execution Date: Dec. 31, 1998

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

A. Trademark Application No.(s)

see attached Schedule

B. Trademark registration No.(s)

see attached Schedule

Additional numbers attached? ☒ Yes ☐ No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41):..... $ 565.00

☒ Enclosed

$565 E

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01/12/1999 DNGUYEN 00000281 73649472
01 FC:481 40.00 OP
02 FC:482 525.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John Friedrichs, Esq. — Name of Person Signing

Signature

Jan. 7, 1998 — Date

Total number of pages ...

TRADEMARK
REEL: 1845 FRAME: 0506

SCHEDULE
to
RECORDATION FORM COVER SHEET
TRADEMARKS

Mark	Appl. Serial #	Regist. #	Filing Date	Granted	Status
Outdoor Products® & Design	73/649,472	1472288	03/16/87	01/12/88	Registered
Outdoor Products®	N/A	1220897	N/A	12/21/82	Registered
Fieldline®	N/A	1659756	N/A	10/08/91	Registered, apply to renew in 2001
Fieldline® & Design	N/A	1659757	N/A	10/08/91	Registered
Oblique®	74/704,134	2049849	07/21/95	04/01/97	Registered
Oblique™	74/704,129	Pending	05/09/97	Pending	01/20/98: St of Use; 03/02/98 Ext Time
Oblique™	74/704,130	Pending	05/09/97	Pending	01/20/98: St of Use; 03/02/98 Ext Time
Thrive™	C14002/ 062679	To be filed	To be filed	To be filed	10/30/97: Search OK. Ready to file
Pineneedle	75/214,389	12/17/96	------	------	09/27/97; Abandoned
Pineneedle	75/214,388	12/17/96	------	------	09/27/97; Abandoned
Pineneedle™	75/214,390	Pending	12/17/96	Pending	9/29/97: Extension of Time to be filed
Pineneedle™	75/214,391	Pending	12/17/96	Pending	03/01/98: Abandoned. No need for Cl.21.
Pineneedle™	75/214,392	Pending	12/17/96	Pending	01/23/98: Notice of Acceptance issued
Threshold®	74/727,229	2062166	09/11/95	05/13/97	Registered
Threshold®	74/727,311	2062168	09/11/95	05/13/97	Registered
Threshold®	74/727,526	2062171	09/11/95	05/13/97	Registered
Life Is A Journey. We'll Help You Pack.®	74/362,178	1807531	02/25/93	11/30/93	Registered
Built to Last a Lifetime™	75/214,397	2089443	12/17/96	Pending	5/27/97: Published for opposition

Mark	Appl. Serial #	Regist. #	Filing Date	Granted	Status
Seamlock®	74/441,913	1847717	09/29/93	08/02/94	Registered
Quiet-Cloth™	74/442,193	------	09/12/95	------	08/20/97: Abandoned
Quiet-Cloth®	74/442,194	2000180	09/30/93	09/10/96	Registered
Packs for Life™	75/296,834	-----	05/15/97	------	03/01/98: Abandoned. No need for Cl.21.
Packs for Life™	75/292,698	Pending	05/15/97	Pending	12/18/97: Notice of Publication

THIRD PARTY TRADEMARK SECURITY AGREEMENT

THIS THIRD PARTY TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 31, 1998, by and between THE OUTDOOR RECREATION GROUP, a California corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Joel Altshule, an individual (the "First Individual"), pursuant to that certain Term Note dated December 31, 1998 by Joel Altshule in favor of Bank (the "Joel Note").

WHEREAS, Bank has extended or will hereafter extend credit to Perry Altshule, an individual (the "Second Individual", and together with the First Individual, the "Individual Borrowers"), pursuant to that certain Term Note dated December 31, 1998 by Perry Altshule in favor of Bank (the "Perry Note").

WHEREAS, to secure the obligations of the Individual Borrowers to Bank, Debtor has executed various agreements, including without limitation, that certain Third Party Security Agreement of even date herewith covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Grant of Security Interest. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants Bank a security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"): (a) all of Debtor's currently existing trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and all trademarks, service marks, trade names, trade styles, proprietary labels and logos hereafter acquired or created by Debtor, (b) the right to sue for past, present or future infringements of rights in any such trademarks, service marks, trade names, trade styles, proprietary labels and logos, (c) the goodwill of the business symbolized by each of the trademarks, service marks, trade names, trade styles, proprietary labels and logos, including all customer lists and other records relating to the distribution of products or services bearing the trademarks, service marks, trade names, trade styles, proprietary labels and logos, (d) all reissues, extensions and renewals of any of the foregoing and (e) any and all proceeds of any of the foregoing.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Individual Borrowers to Bank, including without limitation, all obligations now existing or arising under or in connection with any security or pledge agreement, and/or in

connection with any promissory note and/or loan agreement now or after any time hereafter executed by either Individual Borrower with Bank, including but not limited to the Joel Note and the Perry Note, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between the applicable Individual Borrower and Bank.

Upon payment and performance in full of all of First Individual's obligations under the Joel Note and Second Individual's obligations under the Perry Note, Bank, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Bank deems necessary or appropriate to perfect and vest in favor of Bank a valid security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest.

4. Sales; Assignments and Licenses. Debtor agrees neither to sell or assign its interest in, nor grant any license of, the Property without the prior written consent of Bank; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may reasonably deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the reissuance of any trademark or other Property in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation,

oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

8. Defaults. Upon the failure of Debtor or either Individual Borrower to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Joel Note, the Perry Note and/or any contract or instrument pursuant to which Debtor or either Individual Borrower may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Joel Note, the Perry Note and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

9. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

10. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties;

provided however, that Debtor may not assign this Agreement or any interest herein without Bank's prior written consent.

11. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

12. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the date first written above.

THE OUTDOOR RECREATION GROUP,
a California corporation

By _____
John Robertson
Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Art Brokx
Vice President

TRADEMARK
REEL: 1845 FRAME: 0512

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT
Dated as of December 31, 1998

DOMESTIC TRADEMARKS:

Mark	Appl. Serial #	Regist. #	Filing Date	Granted	Status
Outdoor Products® & Design	73/649,472	1472288	03/16/87	01/12/88	Registered
Outdoor Products®	N/A	1220897	N/A	12/21/82	Registered
Fieldline®	N/A	1659756	N/A	10/08/91	Registered, apply to renew in 2001
Fieldline® & Design	N/A	1659757	N/A	10/08/91	Registered
Oblique®	74/704,134	2049849	07/21/95	04/01/97	Registered
Oblique™	74/704,129	Pending	05/09/97	Pending	01/20/98: St of Use; 03/02/98 Ext Time
Oblique™	74/704,130	Pending	05/09/97	Pending	01/20/98: St of Use; 03/02/98 Ext Time
Thrive™	C14002/ 062679	To be filed	To be filed	To be filed	10/30/97: Search OK. Ready to file
Pineneedle	75/214,389	12/17/96	------	------	09/27/97; Abandoned
Pineneedle	75/214,388	12/17/96	------	------	09/27/97; Abandoned
Pineneedle™	75/214,390	Pending	12/17/96	Pending	9/29/97: Extension of Time to be filed
Pineneedle™	75/214,391	Pending	12/17/96	Pending	03/01/98: Abandoned. No need for Cl.21.
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Threshold®	74/727,229	2062166	09/11/95	05/13/97	Registered
Threshold®	74/727,311	2062168	09/11/95	05/13/97	Registered
Threshold®	74/727,526	2062171	09/11/95	05/13/97	Registered
Life Is A Journey. We'll Help You Pack.®	74/362,178	1807531	02/25/93	11/30/93	Registered

Mark	Appl. Serial #	Regist. #	Filing Date	Granted	Status
Built to Last a Lifetime™	75/214,397	2089443	12/17/96	Pending	5/27/97: Published for opposition
Seamlock®	74/441,913	1847717	09/29/93	08/02/94	Registered
Quiet-Cloth™	74/442,193	------	09/12/95	------	08/20/97: Abandoned
Quiet-Cloth®	74/442,194	2000180	09/30/93	09/10/96	Registered
Packs for Life™	75/296,834	-----	05/15/97	------	03/01/98: Abandoned. No need for Cl.21.
Packs for Life™	75/292,698	Pending	05/15/97	Pending	12/18/97: Notice of Publication

INTERNATIONAL TRADEMARKS:

Country	Mark	Subject	Filing Date	Law Firm	Status
Germany	Outdoor Products	TM		BC	Reg. #39406144, rec'd 8/16/95
Sweden	Outdoor Products	TM		BC	Reg. #179864, rec'd 1/29/92
Switzerland	Outdoor Products	TM		BC	Reg. #425702, rec'd 7/30/96
Canada	Fieldline	TM	09/29/95	BC	Reg. rec'd 3/6/96
Mexico	Outdoor Products	TM	06/02/95	BC	Reg. #519879, granted 3/29/96