

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Whitman Operating Co., LLC		11/19/2004	LTD LIAB JT ST CO: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commerce Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	535 East Crescent Avenue		
<b>City:</b>	Ramsey		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07446		
<b>Entity Type:</b>	Banking Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2892260	CAMP WALT WHITMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)238-3100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-238-3244		
<b>Email:</b>	jtelesford@emmetmarvin.com		
<b>Correspondent Name:</b>	Janelle Telesford		
<b>Address Line 1:</b>	Emmet, Marvin & Martin, LLP		
<b>Address Line 2:</b>	120 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10271		
<b>NAME OF SUBMITTER:</b>	Janelle Telesford		
<b>Total Attachments: 2</b>			
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OP \$40.00 2892260

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, **WHITMAN OPERATING CO., LLC**, a New York limited liability company (the "*Grantor*"), is obligated to **COMMERCE BANK, N.A.**, as Administrative Agent (in such capacity, the "*Secured Party*") and the lenders from time to time party to the Credit Agreement, dated as of November 19, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among CampGroup, LLC (the "*Borrower*"), CampGroup Acquiror, LLC (the "*Co-Borrower*"), such lenders and the Secured Party, and has entered into the Security Agreement, dated as of November 19, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among the Borrower, the Grantor, certain other subsidiaries of the Borrower from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party for the benefit of the Secured Parties (as defined in the Security Agreement) a security interest in and to, among other things, all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby grant to the Secured Party for the benefit of the Secured Parties (as defined in the Security Agreement) a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 535 East Crescent Avenue, Ramsey, New Jersey 07446.

**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 19<sup>th</sup> day of November, 2004.

**WHITMAN OPERATING CO., LLC**

By: CampGroup, LLC, its sole member

By:   
Name: Daniel Zenkel  
Title: President

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of November 17, 2004**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Camp Walt Whitman	2892260	10/12/2004