

04-25-2006

DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103186277

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4/24/06

REC OF
TR.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

American Recreation Products, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 12, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal

Address: _____

Street Address: One South Wacker, Suite 3400

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Assoc. Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Holli Kubicki

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2638

Fax Number: 312-993-9870

Email Address: holli.kubicki@lw.com

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Holli Kubicki
Signature

4/21/2006

Date

Holli Kubicki

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be filed to US 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
[Black Sheep Design]	783,045	1/12/1965
A ACADEMY BROADWAY (and Design)	1,768,454	5/4/1993
ACADEMY BROADWAY	1,778,706	6/29/1993
BLACK SHEEP	785,434	2/23/1965
BLACK SHEEP	1,302,411	10/30/1984
BLACK SHEEP (and Design)	1,661,770	10/22/1991
CORE VENT	2,349,146	5/9/2000
DRYTHERM	1,941,343	12/12/1995
EVEREST ELITE	1,289,067	8/7/1984
FIRST ASCENT	1,538,160	5/9/1989
FREEPORT	2,082,116	7/22/1997
GRONHAUS GROWING SUCCESS (and Design)	2,900,140	11/2/2004
GUARDIAN	2,433,766	3/6/2001
HI POINT	1,559,820	10/10/1989
HILLARY	1,900,641	6/20/1995
HIP POCKET	1,540,486	5/23/1989
INSTA-BED	[s/n 76/194,333]	[filed 1/16/2001]
INSTA-SOFA	[s/n 76/194,331]	[filed 1/16/2001]
KELTY	1,059,258	2/15/1977
KELTY	1,063,542	4/12/1977
KELTY	1,294,302	9/11/1984
KELTY K.I.D.S.	2,045,780	3/18/1997
KOOL KAMP LITE	2,059,273	5/6/1997
MOUNTAIN TRAILS	1,612,072	9/4/1990
NASSAU	2,082,115	7/22/1997
PANGAEA	2,412,739	12/12/2000
PENTADOME	3,002,197	9/27/2005
RIDGEWAY	1,391,205	4/22/1986
RIDGEWAY	1,612,077	9/4/1990
RIDGEWAY	1,613,893	9/18/1990
RIDGEWAY	1,621,279	11/6/1990
RIDGEWAY BY KELLY	1,990,915	8/6/1996
ROKK	2,350,410	5/16/2000
SLUMBERJACK	1,291,069	8/21/1984
SLUMBERJACK	1,898,130	6/6/1995
SOLARON	2,936,581	3/29/2005
SUN STOPPER	1,559,870	10/10/1989
TAIL R MADE	[s/n 78/976,921]	[filed 6/30/2004]
TAIL R MADE	[s/n 78/443,615]	[filed 6/30/2004]
THE CAMPING COMPANY	1,581,569	2/6/1990
TRAVAFIL	1,963,244	3/19/1996

TRAVASAK	1,373,848	12/3/1985
TRAVASAK SLEEP SYSTEM (and Design)	1,627,202	12/11/1990
ULTRA GUARD PLUS	2,392,323	10/3/2000
UV ARMOR	2,446,740	4/24/2001
WENZEL	1,010,087	5/6/1975
WENZEL	1,935,918	11/14/1995

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2006, by AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RECREATION PRODUCTS,
INC.

By: W. Lee Capps III
Name: W. Lee Capps III
Title: Senior Vice President Finance

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to American Recreation Products Trademark Security Agreement]

TRADEMARK
REEL: 003295 FRAME: 0727

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RECREATION PRODUCTS,
INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Debra A. Rathberger

Title: Senior Vice President

[Signature Page to American Recreation Products Trademark Security Agreement]

TRADEMARK
REEL: 003295 FRAME: 0728

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WENZEL	1,010,087	5/6/1975
WENZEL	1,935,918	11/14/1995

TRADEMARK LICENSES

1. Trademark License Agreement by and between Eddie Bauer Diversified Sales LLC and American Recreation Products, Inc. dated July 18, 2000. (Eddie Bauer on camping goods)
2. Patent License Agreement by and between S. Samuel Death and American Recreation Products, Inc. dated August 1, 2000. (To be terminated soon)
3. Trademark License Agreement by and between Browning and American Recreation Products, Inc. dated February 1, 2004. (Browning on camping goods)
4. Trademark License Agreements by and between Rick Ridgeway Products, Inc. and American Recreation Products, Inc. dated April 1, 1984, June 19, 1984, May 1, 1989 and April 8, 1992. (Rick Ridgeway on camping goods)
5. Trademark Agreement by and between Wenger S.A. and American Recreation Products, Inc. dated October 9, 2002. (Swiss Gear by Wenger. Wenger maker of the Genuine Swiss Army knife)
6. Trademark Agreement by and between Precise Imports Corporation d/b/a Wenger N.A. and American Recreation Products, Inc. dated October 9, 2002. (Wenger N.A.)