

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|----------------|--------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| InGear Corporation | | 06/07/2004 | CORPORATION: |

| | |
|----------------------|--|
| RECEIVING PARTY DATA | |
| Name: | Congress Financial Corporation (Central) |
| Street Address: | 150 South Wacker Drive |
| Internal Address: | Suite 2200 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 2549845 | A.A.G. INGEAR |
| Registration Number: | 2589442 | A.K.A. INGEAR |
| Registration Number: | 2474503 | ESTATE |
| Registration Number: | 2325029 | FROZN |
| Registration Number: | 2744669 | ICE VAULT |
| Registration Number: | 1940665 | IG IN GEAR |
| Registration Number: | 2447882 | INGEAR |
| Registration Number: | 2499913 | INGEAR |
| Registration Number: | 2412916 | INGEAR |
| Registration Number: | 2137799 | SWIMKIDZ |
| Registration Number: | 2622148 | TECHLINE |
| Serial Number: | 76565853 | ALPINE ASCENT |
| Serial Number: | 76563975 | COLD TO THE CORE |

OP \$390.00 2549845

| | | |
|----------------|----------|------------|
| Serial Number: | 76452767 | HYDRO TECH |
| Serial Number: | 76452766 | I TRAVEL |

CORRESPONDENCE DATA

Fax Number: (312)863-7812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: nathaniel.panek@goldbergkohn.com
 Correspondent Name: Nathaniel Panek
 Address Line 1: 55 East Monroe St.
 Address Line 2: Ste. 3700
 Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 2563.096 |
| NAME OF SUBMITTER: | Nathaniel Panek |
| Signature: | /nathaniel panek/ |
| Date: | 12/28/2006 |

Total Attachments: 4
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**AMENDMENT NO. 1 TO
TRADEMARK MORTGAGE**

THIS AMENDMENT NO. 1 (this "Amendment") to that certain Trademark Mortgage dated as of April 27, 1999 (the "Mortgage") made by InGear Corporation ("Borrower") in favor of Congress Financial Corporation (Central) ("Lender") is made as of June 7, 2004.

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement dated as of April 27, 1999, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its Trademarks (each as defined in the Mortgage);

WHEREAS, the Mortgage was duly recorded with the United States Patent and Trademark Office on May 27, 1999, Reel 001904, Frame 0723;

WHEREAS, since the date of Borrower's execution of the Mortgage, Borrower has informed the Lender of interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 6 of the Mortgage, the parties agree to amend the Mortgage to confirm the inclusion of the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Mortgage as follows:

1. Trademarks. Schedule A as referred to in the Mortgage shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks listed on Exhibit A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Mortgage shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

INGEAR CORPORATION

By 
Its CEO

AGREED AND ACCEPTED
this ____ day of June, 2004.

CONGRESS FINANCIAL CORPORATION
(CENTRAL)

By _____
Its _____

06/04/2004 09:09 INGEAR → 13129847700

NO.120 009

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

INGEAR CORPORATION

By *[Signature]*
Its CEO

AGREED AND ACCEPTED
this 4th day of June, 2004.

CONGRESS FINANCIAL CORPORATION
(CENTRAL)

By *[Signature]*
Its Vice President

EXHIBIT A TO AMENDMENT NO. 1 TO TRADEMARK MORTGAGE**Trademarks**

| Trademark Name | Registration No. | Issue Date |
|-----------------------|-------------------------|-------------------|
| A.A.G. Ingear | 2,549,845 | 3/19/02 |
| A.K.A Ingear | 2,589,442 | 7/2/02 |
| Estate | 2,474,503 | 7/31/01 |
| Frozn | 2,325,029 | 2/29/00 |
| Ice Vault | 2,744,669 | 2/29/03 |
| IG In Gear | 1,940,665 | 12/12/95 |
| Ingear | 2,447,882 | 5/1/01 |
| Ingear | 2,499,913 | 10/23/01 |
| Ingear | 2,412,916 | 12/12/00 |
| Swimkidz | 2,137,799 | 2/17/98 |
| Techline | 2,622,148 | 9/17/02 |

Trademark Applications

| Trademark Name | Application No. | Filing Date |
|-----------------------|------------------------|--------------------|
| Alpine Ascent | 76/565853 | 12/18/03 |
| Cold to the Core | 76/563975 | 12/8/03 |
| Hydro Tech | 76/452767 | 9/23/02 |
| I Travel | 76/452766 | 9/23/02 |
| Ingear Cooler | | 1/27/03 |