

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildlands, Inc.		08/08/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citicorp USA, Inc., as agent		
Street Address:	390 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2443988		
Registration Number:	2612368	WILDLANDS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	015404.0019		
NAME OF SUBMITTER:	Watt Wanapha (015404.0019)		

CH \$65.00 2443988

Signature:	/kc for ww/
Date:	11/07/2007
Total Attachments: 3 source=Trademark Grant of Security Interest for Wildlands Inc#page1.tif source=Trademark Grant of Security Interest for Wildlands Inc#page2.tif source=Trademark Grant of Security Interest for Wildlands Inc#page3.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Wildlands, Inc. (the "Grantor") holds the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 8, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Citicorp USA, Inc., as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks (but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, until such time such intent-to-use applications are filed and accepted by the United States Patent and Trademark Office), 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of August 2, 2007.


WILDLANDS, INC.

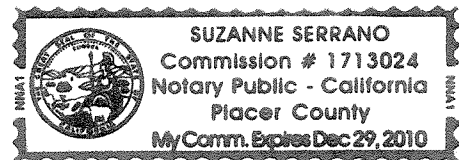
By:


Name: Steven K. Morgan
Title: President

STATE OF California
COUNTY OF Placer ss.:

On this 2nd day of August, 2007, before me personally came Steven K. Morgan, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Wildlands, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Steven K. Morgan on behalf of Wildlands, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]



Grant of Security Interest - Trademarks

TRADEMARK
REEL: 003658 FRAME: 0757

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Wildlands, Inc.	United States	DESIGN (Blue Heron)	Registration No. 2,4439,88 Serial No. 75-808,075	September 27, 1999	April 17, 2001
Wildlands, Inc.	United States	DESIGN (Blue Heron with Wildlands, Inc. text)	Registration No. 2,612,368 Serial No. 76-276,224	June 26, 2001	August 27, 2002