

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Overton's, Inc.		12/06/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2701191	BOATING FIRST
Serial Number:	77284314	COVERMATE
Registration Number:	2143879	DIVEMASTER
Serial Number:	76585896	DOCKMATE
Serial Number:	76585895	DOCKMATE
Registration Number:	2308937	DOCKMATE
Registration Number:	3307757	DOCKMATE
Serial Number:	76585893	DOCKMATE
Registration Number:	3216132	DOCKMATE
Registration Number:	3076426	GLADIATOR
Registration Number:	3092698	GLADIATOR
Registration Number:	1955479	GLADIATOR
Registration Number:	2140590	JET G
Registration Number:	2155991	JET GLADIATOR

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Registration Number:	1729510	NEO-SKINS
Registration Number:	1473630	OVERTON'S
Serial Number:	77192720	POOLMATE
Serial Number:	77255607	SHADEMATE
Registration Number:	1964358	SKI LIMITED
Serial Number:	77018393	TOONMATE
Registration Number:	2532001	VERTIGO

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon L. McGuire
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLMcGuire/
Date:	12/10/2007

Total Attachments: 25

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TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of December 6, 2007, between Overton's, Inc., a North Carolina corporation having its principal place of business at 111 Red Banks Road, Greenville, North Carolina 27835 (the "**Assignor**"), and Bank of America, N.A., a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter, in such capacity, the "**Agent**") for itself and the other lending institutions (hereinafter, collectively, the "**Lenders**") which are, or may in the future become, parties to that certain Fourth Amended and Restated Loan and Security Agreement dated as of December 6, 2007 (as amended and in effect from time to time, the "**Loan and Security Agreement**"), among the Assignor, certain borrowers party thereto, the Lenders and the Agent.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to the Agent, for the benefit of itself and the Lenders, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of Assignor's personal property and fixture assets, including, without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Liabilities under the Loan and Security Agreement;

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks, Trademark Rights or Trademark License Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks, Trademark Rights or Trademark License Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks, Trademark Rights or Trademark License Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks, Trademark Rights or Trademark License Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks, Trademark Rights or Trademark License Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all present or future rights and interests of the Assignor pursuant to any and all present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all present and future infringements or dilution of or any other damages or injury to the Trademarks, any of the Trademark Rights, Trademark License Rights or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such present or future infringement, dilution, damage or injury.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor and are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

U.S. Trademarks. All of the Trademarks with respect to which the Assignor's rights have arisen or arise under the common law, the laws of any state or commonwealth of the United States or of the United States.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor. For the avoidance of doubt, the Assignor shall not be deemed to "use" any trademark of a third party merely because the Assignor acquires goods or services (marked with such trademark) from such third party for resale or use in the ordinary course of the Assignor's business.

Unless otherwise provided herein, the rules of construction set forth in §19.15 of the Loan and Security Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Liabilities, the Assignor hereby unconditionally grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of itself and the Lenders. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks and use-based trademark applications in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Loan and Security Agreement.

2.2. Conditional Assignment. Subject to §2.3, in addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to the Pledged Trademarks except for any U.S. intent-to-use applications; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only upon the sale or other disposition of or foreclosure upon the Collateral by the Agent pursuant to the Loan and Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Special Provisions for Intent-to-Use Trademark Applications. Notwithstanding the provisions of §§ 2.1 and 2.2, while the Agent does acquire a security interest in the United States for any Trademark that is the subject of an intent-to-use application before the PTO, the Agent agrees not to make an assignment, grant, transfer, or other conveyance of such application until such time as a verified amendment to allege use or statement of use is filed for such application or the Agent arranges for an assignment of such Trademarks to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. § 1060. At the time that the Agent transfers all other Trademarks pursuant to Exhibit 1, it may also complete Exhibit 2 with respect to any U.S. intent-to-use applications and, provided that Exhibit 2 satisfies the conditions of the preceding sentence, the Assignor agrees that it will promptly execute and return the same to the Agent (or, if applicable, the Agent may execute the same as the attorney-in-fact for the assignor pursuant to Section 10 hereof).

2.4. Supplemental to Loan and Security Agreement. Pursuant to the Loan and Security Agreement the Assignor has granted to the Agent, for the benefit of itself and the Lenders, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan and Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan and Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan and Security Agreement

and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Loan and Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all Liabilities of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the Liabilities of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan and Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: as of the date hereof, (i) Schedule A sets forth a true and complete list of all Trademark Registrations and other material Trademarks now owned, licensed, controlled or used by the Assignor; (ii) the Trademark Registrations and other material Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending (other than objections raised during the pendency of an application) concerning the validity or enforceability of the Trademark Registrations and other material Trademarks, other than litigation or proceedings which would not have a material adverse effect on the business or assets of the Assignor; (iii) to the best of the Assignor's knowledge, each of the Trademark Registrations and other material Trademarks is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademark Registrations, other material Trademarks, Trademark Rights or Trademark License Rights which would have a material adverse effect on the business or assets of the Assignor; (v) no written claim has been received by the Assignor and is pending that the use of any of the Trademark Registrations or material Trademarks by the Assignor does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others which would have a material adverse effect on the business or assets of the Assignor; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Registrations (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Loan and Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Loan and Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the U.S. Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the State of North Carolina under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby in the U.S. Trademarks or for the execution, delivery and performance of this Trademark Agreement by the

Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder, solely to the extent arising under the laws of any state or commonwealth of the United States or the United States.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agent and the Lenders and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent (which consent shall not be unreasonably withheld or delayed), except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Loan and Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Liabilities shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations, Trademark Rights or Trademark License Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall quarterly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Schedule. Subject to the restrictions contained in §2.3, the Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations, Trademark Rights or Trademark License Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. **Assignor Responsible.** As between the Assignor, the Agent and the Lenders, the Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to the Agent.

7.2. **Assignor's Duties, etc.** The Assignor shall have the right and the duty (to the extent determined by the Assignor in its reasonable business judgment to be advisable), through trademark counsel reasonably acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld or delayed; provided, that such consent shall not be required for the abandonment of a Trademark Registration or Trademark if (i) the applicable Trademark is not being used in a manner that would support the continued prosecution or maintenance of such Trademark or the continued prosecution of the Trademark would not result in the registration of such Trademark in the reasonable business judgment of the Assignor in consultation with its trademark counsel, and (ii) the Assignor shall provide notice of such abandonment to the Agent.

7.3. **Assignor's Enforcement Rights.** The Assignor shall have the right and the duty (to the extent determined by the Assignor in its reasonable business judgment to be advisable) to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations, the Trademark Rights and the Trademark License Rights. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §7.3.

7.4. **Protection of Trademarks, etc.** In general, the Assignor shall take (to the extent determined by the Assignor in its reasonable business judgment to be advisable) any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademarks, the Trademark Registrations, the Trademark Rights or the Trademark License Rights. The Assignor shall not take (to the extent determined by the Assignor in its reasonable business judgment to be advisable) or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or

enforcement of the Trademarks, the Trademark Registrations, the Trademark Rights or the Trademark License Rights.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Trademarks, the Trademark Registrations, the Trademark Rights or the Trademark License Rights and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks, the Trademark Registrations, the Trademark Rights or the Trademark License Rights, the ability of the Assignor or the Agent to dispose of any of the Trademarks, the Trademark Registrations, the Trademark Rights or the Trademark License Rights or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks, the Trademark Registrations, the Trademark Rights or the Trademark License Rights).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2 hereof), the Loan and Security Agreement and the other Loan Documents, all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities as set forth in or by reference in the Loan and Security Agreement. Written notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached in any material respect, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Liabilities have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Loan and Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan and Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all overdue amounts payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan and Security Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at Gander Mountain Company, 180 East 5th Street, 13th Floor, St. Paul, Minnesota 55101, Attention: Chief Financial Officer, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice, with a copy to Gander Mountain Company, 180 East 5th Street, Suite 1300, St. Paul, Minnesota 55101, Attention: Legal Department; and

(b) if to the Agent, at Bank of America, N.A., 100 Federal Street, Boston, Massachusetts 02110, Attention: Peter Foley, or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice, with a copy to

Bingham McCutchen LLP, 150 Federal Street, Boston, Massachusetts 02110, Attention:
Robert A.J. Barry, Esq.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Lenders) and the Assignor, except as provided in §6.2 hereof. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17.1. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan and Security Agreement and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

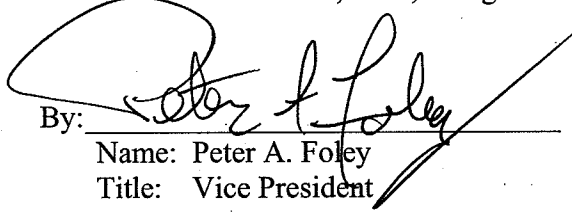
21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and

obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank]

BANK OF AMERICA, N.A., as Agent

By: 
Name: Peter A. Foley
Title: Vice President

[Signature Page to Trademark Collateral Security and Pledge Agreement]

A/72285255

TRADEMARK
REEL: 003675 FRAME: 0337

(State and county, or other description of place where acknowledgment is taken)

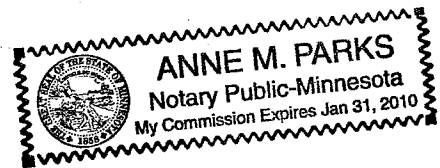
I, Anne M. Parks, _____, (Name of officer taking acknowledgment) (Official title of officer taking acknowledgment) certify that Robert J. Vold personally came before (Name of official) me this day and acknowledged that he ~~(or she)~~ is Treasurer (Title of official) of OVERTON'S, INC., a North Carolina corporation, and that he ~~she~~, as Treasurer (Title of official), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 3rd day of December (Month)
2007 (Year)

Anne M. Parks

(Signature of officer taking acknowledgment)

(Official seal, if officer taking acknowledgment has one)



My commission expires 1/31/2010
(Date of expiration of commission as notary public)

[Acknowledgment to Trademark Collateral Security and Pledge Agreement]

A/72285255

TRADEMARK
REEL: 003675 FRAME: 0338

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

All in United States and owned by Overton's, Inc.

<u>MARK</u>	<u>REG. / APPL. NO.</u>	<u>REG. / APPL. DATE</u>
BOATING FIRST	2,701,191	3/25/03
COVERMATE	77/284,314	9/20/07
DIVEMASTER	2,143,879	3/17/98
DOCKMATE	76/585,896	4/9/04
DOCKMATE	76/585,895	4/9/04
DOCKMATE	2,308,937	1/18/00
DOCKMATE	3,307,757	10/9/2007
DOCKMATE	76/585,893	4/9/04
DOCKMATE	3,216,132	3/6/2007
GLADIATOR	3,076,426	4/4/06
GLADIATOR	3,092,698	5/16/06
GLADIATOR	1,955,479	2/13/96
JET G	2,140,590	3/3/98
JET GLADIATOR	2,155,991	5/12/98
NEO-SKINS	1,729,510	11/3/92
OVERTON'S	1,473,630	1/19/88
POOLMATE	77/192,720	5/30/07
SHADEMATE	77/255,607	8/15/07
SKI LIMITED	1,964,358	3/26/96

<u>MARK</u>	<u>REG. / APPL. NO.</u>	<u>REG. / APPL. DATE</u>
TOONMATE	77/018,393	10/11/06
VERTIGO	2,532,001	1/22/02

UNREGISTERED TRADEMARKS

Consumers Marine Electronics

Consumers Marine

Consumers

CME

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS (U.S.)

Registered and Pending Use-Based Applications)

WHEREAS, Overton's, Inc., a corporation organized and existing under the laws of the State of North Carolina, having a place of business at 111 Red Banks Road, Greenville, NC 27835 (the "**Assignor**"), has adopted and used and is using the trademarks and service marks (the "**Marks**") identified on the Annex hereto, and is the owner of the registrations of and pending use-based registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____], a [_____], having a place of business at [_____] (the "**Assignee**"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and use-based registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this [] day of [], 20 [].

OVERTON'S, INC.

By: 
Name: Robert J Vold
Title: Treasurer

(State and county, or other description of place where acknowledgment is taken)

I, Anne M. Parks, _____, (Name of officer taking acknowledgment) (Official title of officer taking acknowledgment) certify that Robert J. Vold personally came before (Name of official) me this day and acknowledged that he (or she) is Treasurer (Title of official) of OVERTON'S, INC., a North Carolina corporation, and that he/she, as Treasurer, being authorized to do so, executed the (Title of official) foregoing on behalf of the corporation.

Witness my hand and official seal, this the 6th day of December, (Month) 2007 (Year)

Anne M. Parks

(Signature of officer taking acknowledgment)



(Official seal, if officer taking acknowledgment has one)

My commission expires 1/31/2010

(Date of expiration of commission as notary public)

ANNEX

USE-BASED TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. / APPL. NO.</u>	<u>REG. / APPL. DATE</u>
BOATING FIRST	2,701,191	3/25/03
DIVEMASTER	2,143,879	3/17/98
DOCKMATE	76/585,895	4/9/04
DOCKMATE	2,308,937	1/18/00
DOCKMATE	3,307,757	10/9/2007
DOCKMATE	3,216,132	3/6/2007
GLADIATOR	3,076,426	4/4/06
GLADIATOR	3,092,698	5/16/06
GLADIATOR	1,955,479	2/13/96
JET G	2,140,590	3/3/98
JET GLADIATOR	2,155,991	5/12/98
NEO-SKINS	1,729,510	11/3/92
OVERTON'S	1,473,630	1/19/88
SKI LIMITED	1,964,358	3/26/96
VERTIGO	2,532,001	1/22/02

EXHIBIT 2

ASSIGNMENT OF TRADEMARKS (U.S.)

(Intent-to-Use Applications)

WHEREAS, Overton's, Inc., a corporation organized and existing under the laws of the State of North Carolina, having a place of business at 111 Red Banks Road, Greenville, NC 27835 (the "Assignor"), has adopted and owns the trademarks and service marks (the "Marks") that are the subject of pending intent-to-use-based applications for registration in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____], a [_____], having a place of business at [_____] (the "Assignee"), is desirous of acquiring the Marks and the applications for registration therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the applications for registration of the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the applications therefor or such associated goodwill. Each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this [] day of [_____], 20 [] .

OVERTON'S, INC.

By: _____
Name:
Title:

The foregoing assignment of the Marks and the applications for registration therefor by the Assignor to the Assignee is hereby accepted as of the [] day of [], 20 [].

[]

By: _____
Title:

(State and county, or other description of place where acknowledgment is taken)

I, _____, _____, (Name of officer taking acknowledgment) (Official title of officer taking acknowledgment) certify that _____ personally came before (Name of official) me this day and acknowledged that he (or she) is _____ (Title of official) of OVERTON'S, INC., a North Carolina corporation, and that he/she, as _____, being authorized to do so, executed the (Title of official) foregoing on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, (Month)
_____ (Year)

(Signature of officer taking acknowledgment)

(Official seal, if officer taking acknowledgment has one)

My commission expires _____

(Date of expiration of commission as notary public)

ANNEX

INTENT-TO-USE-BASED TRADEMARK APPLICATIONS

All in United States and owned by Overton's, Inc.

<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
COVERMATE	77/284,314	9/20/07
DOCKMATE	76/585,896	4/9/04
DOCKMATE	76/585,893	4/9/04
POOLMATE	77/192,720	5/30/07
SHADEMATE	77/255,607	8/15/07
TOONMATE	77/018,393	10/11/06