

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Laker Co.		01/04/2008	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Credit, Inc.		
<b>Street Address:</b>	1740 Broadway		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80274-8625		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2872742	LAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-607-3500		
<b>Email:</b>	trademarkdnvr@faegre.com		
<b>Correspondent Name:</b>	Jennifer D. Collins		
<b>Address Line 1:</b>	1700 LINCOLN STREET		
<b>Address Line 2:</b>	3200 Wells Fargo Center		
<b>Address Line 4:</b>	Denver, COLORADO 80203-4532		
<b>ATTORNEY DOCKET NUMBER:</b>	10181-209190		
<b>NAME OF SUBMITTER:</b>	Jennifer D. Collins		
<b>Signature:</b>	/Jennifer D. Collins/		
<b>Date:</b>	01/25/2008		

**OP \$40.00 2872742**

**Total Attachments: 10**

source=Laker Co Security Agreement#page1.tif  
source=Laker Co Security Agreement#page2.tif  
source=Laker Co Security Agreement#page3.tif  
source=Laker Co Security Agreement#page4.tif  
source=Laker Co Security Agreement#page5.tif  
source=Laker Co Security Agreement#page6.tif  
source=Laker Co Security Agreement#page7.tif  
source=Laker Co Security Agreement#page8.tif  
source=Laker Co Security Agreement#page9.tif  
source=Laker Co Security Agreement#page10.tif

**AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Agreement, dated as of January 4, 2008, is made by and between LAKER CO., a Colorado corporation whose address and principal place of business is 4245 East 46th Avenue, Denver, Colorado 80216 (the "Debtor"), and WELLS FARGO CREDIT, INC., a Minnesota corporation, whose address is 1740 Broadway, Denver, Colorado 80274-8625 (the "Secured Party").

Recitals

The Debtor, with certain of its affiliates, and the Secured Party entered into a Second Amended and Restated Credit and Security Agreement dated as of January 16, 2002 (the "Original Credit Agreement"), setting forth the terms on which certain loans or other financial accommodations would be made to or for the account of the Debtor and such affiliates. As partial security for the Debtor's obligations in connection with the Original Credit Agreement, as it might be amended, supplemented or restated from time to time, the Debtor executed and delivered a Patent and Trademark Security Agreement dated as of January 16, 2002 and recorded in the United States Patent and Trademark Office on February 12, 2002 (the "Original Security Agreement"), granting to the Secured Party a security interest in certain trademarks identified therein.

The Debtor, Eagle Claw Fishing Tackle Co. and Wright & McGill Co. (collectively, "Borrowers"), Wright & McGill DISC Co. (the "W&M DISC") and the Secured Party are parties to a Third Amended and Restated Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement"), which amends, replaces and supersedes the Original Credit Agreement and all previous amendments thereto and restatements thereof. The Borrowers and the W&M DISC are referred to collectively as "Obligors". Pursuant to the Credit Agreement, the Secured Party has agreed to make advances and extend other credit accommodations to or for the account of the Obligors.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery by the Debtor of this Agreement, which amends, replaces and supersedes the Original Security Agreement in its entirety.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Credit Agreement or in the Recitals in this Agreement that are not otherwise defined herein shall have the meanings given to them in the

Credit Agreement or in such Recitals, as the case may be. In addition, the following terms have the meanings set forth below:

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which any Obligor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,  
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably assigns to, and grants to the Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations, including the WRIMACCO Term Debt, as defined in the Credit Agreement. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Obligors. This Agreement grants only the Security Interest herein described, is not intended to and does not effect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority***. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and

the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Debtor and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation and bylaws or any agreement presently binding on it. The correct name of the Debtor is Laker Co. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. Within 30 days after the end of each fiscal year of the Debtor, the Debtor shall notify the Secured Party in writing as to (a) whether or not the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, and (b) whether or not Exhibit A continues to reflect accurately the existence and status of applications and letters patent pertaining to the Patents. If for either reason Exhibit A is no longer complete and accurate, such notice shall be accompanied by a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) that are not material to the business of the Debtor or any other Obligor. Within 30 days after the end of each fiscal year of the Debtor, the Debtor shall notify the Secured Party in writing as to (a) whether or not the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks that are not material to the business of the Debtor or any other Obligor), and (b) whether or not Exhibit B continues to reflect accurately the existence and status of applications and registrations pertaining to the Trademarks. If for either reason Exhibit B is no longer complete and accurate, such notice shall be accompanied by a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks, except for the ownership by Wright & McGill Co. of the Patents and Trademarks described in the Amended and Restated Patent and Trademark Security Agreement of even date herewith, executed by Wright & McGill Co. in favor of the Secured Party. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any other such items, then the Debtor shall promptly either (i) cause such Affiliate to assign all of its rights in

such item(s) to the Debtor, or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(f) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than the Secured Party.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party (i) sufficient written notice, but in no event less than 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the option of the Secured Party, in the name of the Secured Party) and may (but need not) take any and all other actions

which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of any or all of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the option of the Secured Party, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.



**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO CREDIT, INC.

LAKER CO.

By Timothy P. Ulrich  
Timothy P. Ulrich  
Its Vice President

By John Jilling  
John Jilling  
Its President

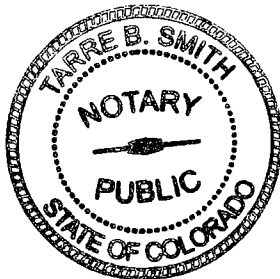
STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2008, by John Jilling as President of Laker Co., a Colorado corporation.

My commission expires: 04-06-2009

Witness my hand and official seal.

Tarreb. Smith  
Notary Public



STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2008, by Timothy P. Ulrich as Vice President of Wells Fargo Credit, Inc., a Minnesota corporation.

**My Commission Expires 7/20/2009**

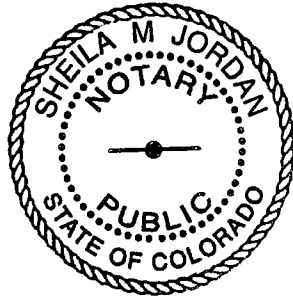
My commission expires: \_\_\_\_\_

Witness my hand and official seal.

*Sheila M. Jordan*

\_\_\_\_\_  
Notary Public

fb.us.2531172.01  
1/15/2008 6:11 PM



**EXHIBIT A**

**UNITED STATES ISSUED PATENTS**

[None]

**FOREIGN ISSUED PATENTS**

[None]

**EXHIBIT B**

REGISTERED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
LAKER	78197906	2872742	August 10, 2004

APPLICATIONS

[None]

COLLECTIVE MEMBERSHIP MARKS

[None]

UNREGISTERED MARKS