

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Buffalo Corporation		08/25/2008	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (Central)		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2692549	BUFFALO TOOLS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2563.084		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		
Date:	10/22/2008		

OP \$40.00 2692549

Total Attachments: 3

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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") to that certain Trademark Security Agreement dated as of January 30, 1998 (the "Mortgage") made by New Buffalo Corporation, a Missouri corporation ("Borrower") in favor of Wachovia Capital Finance Corporation (Central) (f/k/a Congress Financial Corporation (Central); "Lender") is made as of Aug 25, 2008.

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement dated as of January 30, 1998, 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 January 20, 1999, Reel 1845, Frame 0705;

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 5 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.

NEW BUFFALO CORPORATION

By *M. Ahrens*
Its Secretary/Treasurer
Vice President & CFO

AGREED AND ACCEPTED
this 25th day of August 2008.

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL)

By *B. Ellis*
Its Vice-President

EXHIBIT A TO AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

Trademarks

TRADEMARK REGISTRATIONS

MARK	REGISTRATION OR APPLICATION NUMBER	DATE
Buffalo Tools	2692549	03/04/03
Buffalo	2216160	01/05/99
Buffalo	1230814	03/15/83
Guardian Power	76-346728	12/10/01
Buffalo	2217129	01/12/99
Guardian Power	1848820	08/09/94
None (design only)	1668074	12/10/91
None (design only)	1663065	10/29/91
None (design only)	1675595	02/11/92
None (design only)	1663068	10/29/91
None (design only)	1669922	12/24/91
None (design only)	1668101	12/10/91
None (design only)	1668100	12/10/91
Buffalo	1644246	05/14/91
Buffalo	1654733	08/27/91
Guardian Products Manufacturers	1132979	04/15/80