

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                    |  |                       |                       |
|------------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>            | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>       | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>        |  |                       |                       |
| <b>Name</b>                        | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| American Recreation Products, Inc. |  | 05/14/2009            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>        |  |                       |                       |
| <b>Name:</b>                       | Bank of America, N.A., as Agent  |                       |                       |
| <b>Street Address:</b>             | One South Wacker, Suite 3400   |                       |                       |
| <b>City:</b>                       | Chicago  |                       |                       |
| <b>State/Country:</b>              | ILLINOIS   |                       |                       |
| <b>Postal Code:</b>                | 60606  |                       |                       |
| <b>Entity Type:</b>                | a National Association: UNITED STATES  |                       |                       |
| <b>PROPERTY NUMBERS Total: 10</b>  |  |                       |                       |
| <b>Property Type</b>               | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:               | 3515286  | 4 ON THE FLOOR        |                       |
| Registration Number:               | 1882992  | ARP SAFETY PRODUCTS   |                       |
| Serial Number:                     | 77420196   | COMFORTEC             |                       |
| Serial Number:                     | 77452342   | FIRST ASCENT          |                       |
| Serial Number:                     | 77024212   | GET OUT GEAR          |                       |
| Serial Number:                     | 78910487   | GUARDIAN              |                       |
| Registration Number:               | 3444912  | NO FLY ZONE           |                       |
| Registration Number:               | 3211341  | READYREST             |                       |
| Serial Number:                     | 77420147   | SMARTSHADE            |                       |
| Serial Number:                     | 77578537   | SPORT SHOT            |                       |
| <b>CORRESPONDENCE DATA</b>         |  |                       |                       |
| Fax Number:                        | (312)993-9767  |                       |                       |
|                                    | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| Phone:                             | 312-993-2698   |                       |                       |

OP \$265.00 3515286

Email: magdalini.rizakos@lw.com  
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

|                    |                   |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Magdalini Rizakos |
| Signature:         | /mr/              |
| Date:              | 05/14/2009        |

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2009, by AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

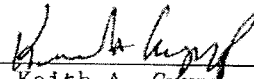
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

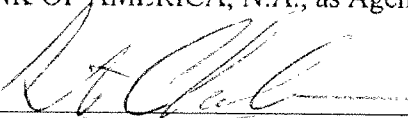
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RECREATION PRODUCTS,  
INC.

By:   
Name: Keith A. Grypp  
Title: Vice President, Secretary  
and General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By:   
Name: STEVEN HAMMER  
Title: V.P.

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

| <u>Trademark</u>    | <u>Owner</u>                       | <u>Federal Registration<br/>Number</u> | <u>Registration Date</u> |
|---------------------|------------------------------------|--|--------------------------|
| 4 on the Floor      | American Recreation Products, Inc. | 3,515,286                              | 10/14/2008               |
| ARP Safety Products | American Recreation Products, Inc. | 1,882,992                              | 03/07/1995               |
| Comfortec           | American Recreation Products, Inc. | 77/420,196                             | 03/12/2008               |
| Get Out Gear        | American Recreation Products, Inc. | 77/024,212                             | 10/18/2006               |
| Guardian            | American Recreation Products, Inc. | 78/910,487                             | 06/16/2006               |
| No Fly Zone         | American Recreation Products, Inc. | 3,444,912                              | 06/10/2008               |
| Readyrest           | American Recreation Products, Inc. | 3,211,341                              | 02/20/2007               |
| Smartshade          | American Recreation Products, Inc. | 77/420,147                             | 03/12/2008               |
| Sport Shot          | American Recreation Products, Inc. | 77/578,537                             | 09/25/2008               |

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