

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|--|------------------------------|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Spyder Active Sports, Inc. | | 12/23/2009 | CORPORATION: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | KeyBank National Association | | |
| Street Address: | 1675 Broadway Ste. 300 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80202 | | |
| Entity Type: | INC. ASSOCIATION: | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3646470 | | |
| Registration Number: | 3033181 | | |
| Serial Number: | 78916007 | | |
| Registration Number: | 2531890 | CLOUDVEIL | |
| Registration Number: | 3533596 | CLOUDVEIL | |
| Registration Number: | 2278756 | | |
| Registration Number: | 3519677 | CMW | |
| Serial Number: | 78915963 | SPYDER | |
| Registration Number: | 3233490 | SPYDER VENOM | |
| Registration Number: | 3676523 | VENOM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (303)893-1379 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 303-892-9400 | | |

CH \$265.00 3646470

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TRADEMARK
REEL: 004119 FRAME: 0608

Email: trent.martinet@dgslaw.com
Correspondent Name: Trent Martinet
Address Line 1: 1550 17th St. Ste. 500
Address Line 4: Denver, COLORADO 80202

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|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | KEYBANK N.A. – SPYDER |
|-------------------------|-----------------------|

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| NAME OF SUBMITTER: | Trent Martinet |
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| Signature: | /trent martinet/ |
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|-------|------------|
| Date: | 12/23/2009 |
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Total Attachments: 13

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2009 (this "Agreement"), is made between Spyder Active Sports, Inc., a Colorado corporation (the "Grantor"), in favor of KeyBank National Association ("KeyBank"), as administrative agent (together with its successor(s) thereto in such capacity, the "Secured Party") for each of the Lenders (as defined below).

Recitals

A. Pursuant to that certain Second Amended and Restated Credit Agreement: Spyder Active Sports, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Secured Party, as administrative agent for the Lenders, and the various financial institutions and other Persons from time to time parties thereto (the "Lenders"), the Lenders have extended commitments to make credit extensions to the Grantor;

B. Pursuant to that certain Amended and Restated Guaranty dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guaranty"), among the Grantor, the Secured Party, as administrative agent for the Lenders, and certain other parties, Grantor has guaranteed certain other obligations owed to the Lenders as set forth in such Guaranty (the "Guaranteed Indebtedness").

C. The obligation of the Lenders to make credit extensions under the Credit Agreement is subject to the condition, among others, that the Grantor secure the Secured Obligations (as defined below) in the manner set forth herein;

D. The Grantor has duly authorized the execution, delivery and performance of this Agreement; and

E. This Agreement amends and restates that certain Trademark Security Agreement dated as of September 10, 2004 (the "Original Trademark Security Agreement"). This Agreement renews and continues the Original Trademark Security Agreement without any novation, discharge or satisfaction of the collateral security granted pursuant to the Original Trademark Security Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party and the ratable benefit of each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Amended and Restated Security Agreement, dated as of the date hereof, by and among the Grantor and the Secured Party, as administrative agent for each of the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the

“Security Agreement”), or, if not defined in the Security Agreement, then in the Credit Agreement.

As used herein, “Secured Obligations” means all “Secured Obligations” under and as defined in the Credit Agreement and all “Guaranteed Indebtedness” under and as defined in the Guaranty.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for its benefit and the ratable benefit of each of the Lenders, a continuing first priority Lien on and security interest under the Code in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (the “Trademark Collateral”):

(a) (i) all of Grantor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all of its Trademark licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a) above, including each patent license referred to in Item B of Schedule I attached hereto; and

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

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clauses (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b), (c) and (d), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

SECTION 3. Representations. Upon the execution and delivery of this Agreement and all related UCC-1 financing statements, the Secured Party's security interest in the Trademark Collateral conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), first priority security interest, subject to Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the ratable benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) no Obligations remaining outstanding (other than contingent indemnification obligations not yet due and payable), the termination of the Aggregate Revolver Commitment and the LC Issuer and the Administrative Agent having no obligation to issue any Facility Letters of Credit or Bankers Acceptance Drafts under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i) of this Section 5) or (B) all Trademark Collateral (in the case of clause (ii) of this Section 5). Upon any such disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

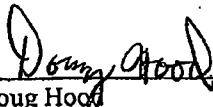
SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SPYDER ACTIVE SPORTS, INC.

By: 
Name: Doug Hood
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as administrative agent for the Lenders

By: _____
Name: Michelle K. Bushey
Title: Senior Vice President

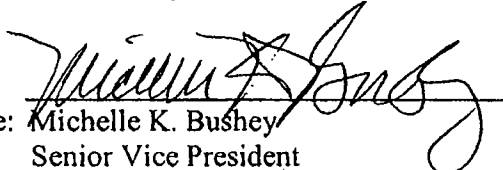
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT: SPYDER ACTIVE SPORTS

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SPYDER ACTIVE SPORTS, INC.

By: _____
Name: Doug Hood
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as administrative agent for the Lenders

By: 
Name: Michelle K. Bushey
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT: SPYDER ACTIVE SPORTS

TRADEMARK
REEL: 004119 FRAME: 0615

SCHEDULE I
to Trademark Security Agreement

Item A - Trademarks

Registered Trademarks

See attached.

Pending Trademark Applications

See attached.

Internet Domain Name Registrations

See attached.



Item B - Trademark Licenses



See attached.


SCHEDULE I
to Trademark Security Agreement

Item A - Trademarks

US Trademarks



| <u>MARK</u> <u>CLASS</u> | <u>STATUS</u> <u>APPL. NO.</u> <u>APPL. DATE</u> | <u>REG. NO.</u> <u>REG. DATE</u> <u>REN. DATE</u> |
|--|--|---|
| SECTION 1. Black Widow design | REGISTERED 77/603,751 10/30/08 | 3,646,470 06/30/09 06/30/19 |
|  SECTION 2. Class 18 – Luggage, all-purpose sports bags; boot bags; ski bags; snowboard boot bags; backpacks; duffel bags; wheeled duffel bags; carry-on bags | | |
| SECTION 3. Black Widow design | REGISTERED 78/250,937 05/16/03 | 3,490,088 08/19/08 08/19/18 |
|  SECTION 4. Class 25 – Button shirts, cotton pants, and men's and women's swimwear | | |



| <u>MARK</u> <u>CLASS</u> | <u>STATUS</u> <u>APPL. NO.</u> <u>APPL. DATE</u> | <u>REG. NO.</u> <u>REG. DATE</u> <u>REN. DATE</u> |
|--|--|---|
| SECTION 5. Black Widow design  | REGISTERED 78/976,420 05/16/03 | 3,033,181 12/20/05 12/20/15 |
| SECTION 6. Class 25 - Tee shirts, sweat shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, outerwear pants, skirts, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, tights, underwear, long underwear, caps, hats, belts, one-piece suits | | |
| SECTION 7. Black Widow design  | PENDING 78/916,007 06/23/06 | |
| SECTION 8. Class 09 – Protective helmets for use in sports | | |
| SECTION 9. CLOUDEVIL Class 25 - Men's and women's outdoor wear, namely, jackets, shorts, pants, hats, vests, shirts, and shells | REGISTERED 76/185,996 12/22/00 | 2531890 01/22/02 01/22/12 |

| <u>MARK</u> <u>CLASS</u> | <u>SECTION</u> | <u>STATUS</u> <u>APPL. NO.</u> <u>APPL. DATE</u> | <u>REG. NO.</u> <u>REG. DATE</u> <u>REN. DATE</u> |
|---|---|--|---|
| Class 25 - Clothing; footwear; headwear; clothing, namely jackets, windbreaker jackets, waterproof jackets, waterproof pants, shorts, pants, hats, vests, windbreaker vests, shirts, shell jackets, pullovers, button shirts, sweaters, fleece jackets, mittens, gloves, sweatshirts, hoodies, insulated pants, waterproof pants, underwear, tights, knickers, t-shirts, tank tops, balaclavas, neck gaiter, caps, waders, button shirts, gaiters, visors; boots; wader boots Amended to: Footwear; headwear; clothing, namely, jackets, wind-resistant jackets, waterproof jackets, waterproof pants, shorts, pants, hats, vests, wind-resistant vests, shirts, shell jackets, pullovers, button shirts, sweaters, fleece jackets, mittens, gloves, sweatshirts, hooded sweatshirts, insulated pants, underwear, tights, knickers, t-shirts, tanks tops, balaclavas, neck gaiter, caps, fishing waders, button shirts, gaiters, visors; boots; wader boots | SECTION 10. CLOUDVEIL | REGISTERED 77/415,513 03/06/08 | 3,533,596 11/18/08 11/18/18 |
| | SECTION 11. CMW Design  | REGISTERED 75,346/837 08/26/97 | 2,278,756 09/21/99 09/21/09 |

Class 25 - men's and women's outerwear, namely, jackets, shorts, pants, hats, vests, shirts, gaiters, tights and shells, in the nature of vestlike outer jackets

3,533,596

| <u>MARK</u> <u>CLASS</u> | <u>STATUS</u> <u>APPL. NO.</u> <u>APPL. DATE</u> | <u>REG. NO.</u> <u>REG. DATE</u> <u>REN. DATE</u> |
|---|--|---|
| SECTION 12. CMW DESIGN  | REGISTERED 77/415,503 03/06/08 | 3,519,677 10/21/08 10/21/18 |
| Class 25 - Footwear; headwear; clothing, namely, jackets, wind-resistant jackets, waterproof jackets, waterproof pants, shorts, pants, hats, vests, wind-resistant vests, shirts, shell jackets, pullovers, button shirts, sweaters, fleece jackets, mittens, gloves, sweatshirts, hooded sweatshirts, insulated pants, waterproof pants, underwear, tights, knickers, t-shirts, tank tops, balACLavas, neck garter, caps, fishing waders, button shirts, garters, visors; boots; wader boots | | |
| SECTION 13. Fanciful Spider design  | REGISTERED 262,003 05/14/80 | 1,198,815 06/22/82 06/22/12 |
| Class 25 - articles of clothing-namely, pants | | |
| SECTION 14. LEGION | | 2,815,283 |
| SECTION 15. Class 25 – jeans, shorts, and button-down shirts | REGISTERED 75/950,970 03/03/00 | 02/17/04 02/17/14 |
| SECTION 16. SPYDER | REGISTERED 78/250,633 05/15/03 | 2,934,105 03/15/05 03/15/15 |
| Class 25 - Tee shirts; sweat shirts; button shirts; sweaters; fleece jackets; outerwear jackets; cotton jackets; denim pants; cotton pants; outerwear pants; skirts; socks; shoes; footwear; gloves; mittens; neck garters; one-piece outerwear suits, namely snow suits, snowboard suits, and ski suits; tights; underwear; long underwear; caps; hats; belts | | |

| <u>MARK</u> <u>CLASS</u> | <u>STATUS</u> <u>APPL. NO.</u> <u>APPL. DATE</u> | <u>REG. NO.</u> <u>REG. DATE</u> <u>REN. DATE</u> |
|--|--|---|
| SECTION 17. SPYDER | PENDING 78/915,963 06/23/06 | |
| SECTION 18. Class 09 – Protective helmets for use in sports | | |
| SPYDER and design  | REGISTERED 73/203,766 02/13/79 | 1,281,632 06/12/84 06/12/14 |
| Class 25 - Sweaters and T-Shirts | | |
| SECTION 19. SPYDER (Stylized)  | REGISTERED 78/173,154 10/10/02 | 2,750,548 08/12/03 08/12/13 |
| Class 25 – high performance ski clothing, namely jackets, pants, shells, bibs, one-piece suits, vests, stretch pants, turtle-neck shirts, caps, hats, scarves, gloves, and head bands, and athletic, recreational, and leisure wear, namely, sweatshirts, sweat tops, sweat pants, sweatsuits, rugby shirts, polo shirts, shorts, and capes. | | |
| SECTION 20. SPYDER VENOM | REGISTERED 78/934,934 07/21/06 | 3,233,490 04/24/07 04/24/17 |
| Class 25 - Ski and snowboard wear, jackets, pants, insulated jackets, insulated pants, one piece insulated suits, fleece tops, fleece jackets, sweaters, fleece pants, shirts, t-shirts, gloves, hats, caps, hoods, mittens, sweatshirts, waterproof and water repellent jackets and pants | | |
| SECTION 21. STRYKE | REGISTERED 75/108/054 05/22/96 | 2,039,166 02/18/97 02/18/17 |
| Class 25 - snowboard clothing, namely, T-shirts, sweatshirts, shells, parkas, pants, suits, headbands and hats | | |

| <u>MARK</u> <u>CLASS</u> | <u>STATUS</u> <u>APPL. NO.</u> <u>APPL. DATE</u> | <u>REG. NO.</u> <u>REG. DATE</u> <u>REN. DATE</u> |
|--|--|---|
| SECTION 22. STRYKE (Stylized) STRYKE | REGISTERED 74/352,951 01/27/93 | 1,831,781 04/19/94 04/19/14 |
| Class 25 - clothing; namely, shells, pants, parkas, headbands, hats | | |
| SECTION 23. VENOM | REGISTERED 78/934,908 07/21/06 | 3,676,523 09/01/09 09/01/19 |
| Class 25 - Ski and snowboard wear, jackets, pants, insulated jackets, insulated pants, one piece insulated suits, fleece tops, fleece jackets, sweaters, fleece pants, shirts, t-shirts, gloves, hats, caps, hoods, mittens, sweatshirts, waterproof and water repellent jackets and pants | | |