

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/19/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Recreation Products, Inc.		04/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	a national banking association: Citizenship: United States of America

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	77719787	DRIZONE
Serial Number:	77926147	FREYR
Serial Number:	85014883	
Registration Number:	3892629	ISIS
Serial Number:	77258017	ISIS
Serial Number:	77926276	JUBILEE
Serial Number:	77966218	KELTY - THE ACTIVE FAMILY EXPERTS
Serial Number:	77966280	KELTY - THE ACTIVE FAMILY EXPERTS
Serial Number:	77966401	KELTY - THE ACTIVE FAMILY EXPERTS
Serial Number:	77928800	MIJO
Serial Number:	77926252	MINISTRY
Serial Number:	77926213	PROPHECY
Serial Number:	77926282	REVIVAL
Serial Number:	77926262	SORCERY

CH \$665.00 77719787

Registration Number:	2832133	SPLIT P
Registration Number:	2527386	
Serial Number:	77914858	U
Serial Number:	77914598	U
Serial Number:	77914620	U
Serial Number:	77926186	ULLR
Serial Number:	77914456	ULTIMATE DIRECTION
Serial Number:	77914437	ULTIMATE DIRECTION
Serial Number:	77914418	ULTIMATE DIRECTION
Registration Number:	1559824	ULTIMATE DIRECTION
Serial Number:	77800780	WE FIT WHO YOU ARE
Serial Number:	77926172	YMIR

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2698

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:	04/19/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2010, 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 Amended and Restated Loan and Security Agreement dated as of April 15, 2010 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 continue to make the Loans and to continue 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]

FROM LATHAM WATKINS LLP
TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS

(TUE) 4. 20' 10 15:51/ST. 15:49/NO. 4861369176 P 8
COMPANY: 233 SOUTH WACKER DRIVE, SUI

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: Cassandra S. Hoffmann
Name: Cassandra S. Hoffmann
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

FROM LATHAM WATKINS LLP
TO: MAGDALINI RIZAKOS C/O LATHAM & WATKINS

(TUE) 4.20'10 15:51/ST. 15:49/NO. 4861369176 P 9
COMPANY: 233 SOUTH WACKER DRIVE, SUI

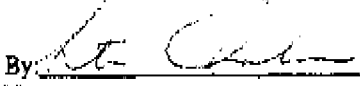
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RECREATION PRODUCTS,
INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: James C. [unclear]
Title: [unclear]

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration/Application Number</u>	<u>Registration/App lication Date</u>
Drizone	American Recreation Products, Inc.	77/19,787	4/22/2009
Freyr	American Recreation Products, Inc.	77/926,147	2/2/2010
Fulcrum Suspension	American Recreation Products, Inc.	85/014,883	4/15/2010
ISIS	American Recreation Products, Inc.	3,692,629	10/6/2009
ISIS (and Design)	American Recreation Products, Inc.	77/258,017	8/17/2007
Jubilee	American Recreation Products, Inc.	77/926,276	2/2/2010
Kelty- The Active Family Experts	American Recreation Products, Inc.	77/966,218	3/23/2010
Kelty- The Active Family Experts	American Recreation Products, Inc.	77/966,280	3/23/2010
Kelty- The Active Family Experts	American Recreation Products, Inc.	77/966,401	3/23/2010
MJO	American Recreation Products, Inc.	77/928,800	2/5/2010
Ministry	American Recreation Products, Inc.	77/926,252	2/2/2010
Prophecy	American Recreation Products, Inc.	77/926,213	2/2/2010
Revival	American Recreation Products, Inc.	77/926,282	2/2/2010
Sorcery	American Recreation Products, Inc.	77/926,262	2/2/2010
Split P	American Recreation Products, Inc.	2,832,133	4/13/2004
[Swirl Star Design]	American Recreation Products, Inc.	2,527,386	1/8/2002
[U Design]	American Recreation Products, Inc.	77/914,858	1/19/2010
[U Design]	American Recreation Products, Inc.	77/914,598	1/19/2010

CHN160432.2

[U Design]	American Recreation Products, Inc.	77/914,620	1/19/2010
ULLR	American Recreation Products, Inc.	77/926,186	2/2/2010
Ultimate Direction	American Recreation Products, Inc.	77/914,456	1/19/2010
Ultimate Direction	American Recreation Products, Inc.	77/914,437	1/19/2010
Ultimate Direction	American Recreation Products, Inc.	77/914,418	1/19/2010
Ultimate Direction (and Design)	American Recreation Products, Inc.	1,559,824	1/19/2010
We Fit Who You Are	American Recreation Products, Inc.	77/800,780	8/10/2009
YMIR	American Recreation Products, Inc.	77/926,172	2/2/2010