

**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>
Armada Skis, Inc.		07/26/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Overall Finance, LLC		
<b>Street Address:</b>	306 Dartmouth Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2727229	ARMADA	
<b>Serial Number:</b>	78266681	ARMADA	
<b>Serial Number:</b>	78319446	ARMADA	
<b>Registration Number:</b>	2921688	ARMADA	
<b>Registration Number:</b>	2921689	ARMADA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-345-1341		
<b>Email:</b>	matm@nixonpeabody.com		
<b>Correspondent Name:</b>	Michelle A. Massicotte		
<b>Address Line 1:</b>	100 Summer Street		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	054728-4		

**CH \$140.00 2727229**

NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	08/24/2010
<b>Total Attachments: 4</b> source=Armada_Ski - Trademark Security Agreement#page1.tif source=Armada_Ski - Trademark Security Agreement#page2.tif source=Armada_Ski - Trademark Security Agreement#page3.tif source=Armada_Ski - Trademark Security Agreement#page4.tif	

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this “**Agreement**”) is made as of July 26, 2010 by and between ARMADA SKIS, INC., a California corporation (the “**Borrower**”) and OVERALL FINANCE, LLC, a Delaware limited liability company (the “**Lender**”).

All capitalized terms not defined herein but defined in the Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Security Agreement-All Assets**”) by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Lender enter into the Loan Agreement and to a certain Loan to the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the “**Marks**”); and

WHEREAS, in order to induce the Lender to enter into the Loan Agreement and to make such Loan to the Borrower, and as a supplement to the Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Loan Agreement and to make such Loans to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

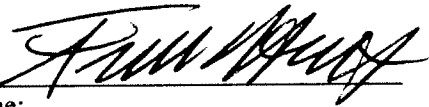
1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement-All Assets.

2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement-All Assets.

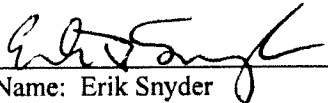
**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

  
Name:

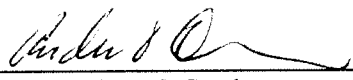
ARMADA SKIS, INC.

By:   
Name: Erik Snyder  
Title: Chief Executive Officer  
Its duly authorized officer

WITNESS:

  
Name:

OVERALL FINANCE, LLC

By:   
Name: Andrew O. Davis  
Title: Manager  
Its duly authorized officer

*[Signature Page to Security Agreement (Trademarks)]*

**TRADEMARK**  
**REEL: 004265 FRAME: 0986**

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 26<sup>th</sup> day of July, 2010, before me, the undersigned notary public, personally appeared Erik Snyder, as Chief Executive Officer of Armada Skis, Inc., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Armada Skis, Inc., for its stated purpose.

Carlene P. Moore

Notary Public

My commission expires: 2-4-2011

[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 26<sup>th</sup> day of July, 2010, before me, the undersigned notary public, personally appeared Andrew O. Davis, as Manager of Overall Finance, LLC, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Overall Finance, LLC, for its stated purpose.

Carlene P. Moore

Notary Public

My commission expires: 2-4-2011

[AFFIX NOTARIAL SEAL]

[Signature Page to Security Agreement (Trademarks)]

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SECURITY AGREEMENT (TRADEMARKS)

by and between

ARMADA SKIS, INC.  
(the "**Borrower**")

and

OVERALL FINANCE, LLC  
(the "**Lender**")

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List of U.S. Registered Trademarks (and Applications therefor)

**Schedule 1**

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

App/Reg No.	Mark	Date	Status	Classes	Country
2727229	ARMADA	17-Jun-03	Registered	28	USA
78/266681	ARMADA	24-Jun-03	Pending	18	USA
78/319,446	ARMADA & Design	28-Oct-03	Pending	16, 28	USA
816533	ARMADA	24-Dec-03	Pending	9, 25, 28	USA (Int)
79/000417	ARMADA	24-Dec-03	Pending	9, 18, 25, 28	USA
2921688	ARMADA & Design	25-Jan-05	Registered	18	USA
2921689	ARMADA	25-Jan-05	Registered	18	USA