

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BACKCOUNTRY.COM, INC.

- Individual(s)
- General Partnership
- Corporation- State: Utah
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A., as Administrative Agent

Internal

Address: _____

Street Address: 3 Park Plaza, 9th Floor

City: Irvine

State: California

Country: USA Zip: 92714 92614

- Association Citizenship U.S.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 30, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77651739 (See Schedule I)

B. Trademark Registration No.(s)
2380773 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Attn: John Flynn

Street Address: 1023 Fifteenth Street, NW, Suite 401

City: Washington, D.C.

State: _____ Zip: 20005

Phone Number: (800) 846-3190

Fax Number: (800) 680-9592

Email Address: _____

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/10

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

8/4/10

Date

Ghazala Parker, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22310-1460

SCHEDULE I

Backcountry.com, Inc Trademark Summary

MARK	PTO S/N	FILING DATE	PTO REG/N	REG DATE
THE BACKCOUNTRY STORE	75645068	2/23/1999	2380773	8/29/2000
BACKCOUNTRYSTORE.COM	78270579	7/3/2003	2895548	10/19/2004
BACKCOUNTRY.COM	78490064	9/27/2004	3243545	5/22/2007
BACKCOUNTRY.COM>OUTLET	78587938	3/15/2005	3219427	3/20/2007
BONKTOWN	77651739	1/17/2009	3779158	4/20/2010
BROCIETY	77667725	2/10/2009		
BROCIETY	77668428	2/11/2009		
CENTER OF GEAR KNOWLEDGE	77695123	3/19/2009		
CHAINLOVE	77469820	5/8/2008	3696630	10/13/2009
CUTTER	77807341	8/18/2009		
DEPARTMENT OF GOODS	77777037	7/8/2009		
DOG FUNK.COM	78702928	8/29/2005	3212468	2/27/2007
HUCKNROLL	77743536	5/22/2009		
LEADERBOARD	Pending			
REALCYCLIST.COM	77678120	2/25/2009		
SIPHON	77667817	2/10/2009	3707987	11/10/2009
STEEPANDCHEAP	78587949	3/15/2005	3167553	11/7/2006
STOIC	77667809	2/10/2009		
STOIC	77667815	2/10/2009		
TRAMDOCK	77551917	8/20/2008	3598089	3/31/2009
TRAMDOCK	78587891	3/15/2005	3179423	12/5/2006
"WE USE THE GEAR WE SELL"	78270584	7/3/2003	2895549	10/19/2004
WHISKEY MILITIA	77279277	9/13/2007	3434913	5/27/2008
WHISKEY MILITIA	77279527	9/14/2007	3434921	5/27/2008

TRADEMARK

REEL: 004268 FRAME: 0130

TO: CT LIEN SOLUTIONS COMPANY: 187 WOLF ROAD, SUITE 101

08/09/2010
700443268

Form PTO-1594 (Rev. 07/05)
OMB Collection 0951-0027 (exp. 5/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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- Other
- Merger
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Internal

Address:

Street Address: 3 Park Plaza, 8th Floor

City: Irvine

State: California

Country: USA Zip: 92614

- Association Citizenship USA
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77851739 (See Schedule I)

B. Trademark Registration No.(s)
2388779 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: 187 Wolf Road, Ste 101

Street Address: 187 Wolf Road, Ste 101

City: Albany

State: New York Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address:

8. Signature:

Signature

8/11/10

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

11

Documents to be recorded (including cover sheet) should be filed to (877) 273-0148, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22304-1480

2010 5250-00 7-PR-1730

TRADEMARK

REEL: 004268 FRAME: 0131

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2010, by and among BACKCOUNTRY.COM, INC., a Utah corporation ("Borrower"), and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Borrower, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Agent, for the benefit of the 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, Borrower hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses of Trademarks to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Borrower to Agent, the Lenders or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Borrower 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND BORROWER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.


10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND BORROWER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND BORROWER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

BACKCOUNTRY.COM, INC.,
a Utah corporation

By: 
Name: SCOTT KLOSSNER
Title: CEO

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 004268 FRAME: 0135

AGENT:

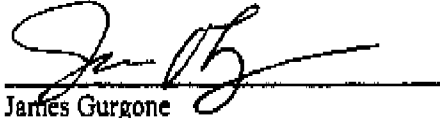
ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Agent

By:

Name: James Gurgone

Title: Senior Vice President &
Regional Portfolio Manager

A handwritten signature in black ink, appearing to read 'James Gurgone', is written over a horizontal line. The signature is fluid and cursive.

[Signature page to Trademark Security Agreement]

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