

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Superior International Industries, Inc.		03/07/2011	CORPORATION: DELAWARE
Grounds For Play, Inc.		03/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77681063	ULTRALEISURE
Serial Number:	77969285	CRESCENT KAYAKS
Serial Number:	85002110	CRESCENT KAYAKS
Serial Number:	74213082	WE MAKE PLAYGROUNDS FUNCTIONAL.
Serial Number:	75581891	CHILD WORKS
Serial Number:	78569816	PLAYLAND
Serial Number:	78569906	SII
Serial Number:	78594526	SUPERIOR SHADE
Serial Number:	78612007	SII
Serial Number:	78612160	PLAYLAND
Registration Number:	3192433	
Serial Number:	78777384	WOW PLAYGROUNDS FREEDOM TO PLAY
Serial Number:	78849215	WOW

CH \$415.00 77681063

TRADEMARK

900186034

REEL: 004493 FRAME: 0863

Serial Number:	75525765	WOW
Serial Number:	78631413	PLAYON SURFACING
Serial Number:	77584792	SKYSPAN

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0575
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	03/09/2011

Total Attachments: 5
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 7, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SUPERIOR INTERNATIONAL
INDUSTRIES, INC., as a Grantor

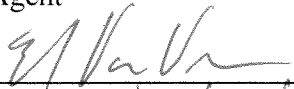
By: 
Name: Brian Campbell
Title: Chief Financial Officer

GROUNDS FOR PLAY, INC., as
a Grantor

By: 
Name: Brian Campbell
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Erik Van Vuren
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

CREDIT PARTY	SERIAL. NO.	REG. NO.	MARK	COUNTRY
Superior International Industries, Inc.	77681063	N/A	ULTRALEISURE	US
Superior International Industries, Inc.	77969285	3870101	CRESCENT KAYAKS	US
Superior International Industries, Inc.	85002110	N/A	CRESCENT KAYAKS (and Design)	US
Grounds For Play, Inc.	74213082	1811217	WE MAKE PLAYGROUNDS FUNCTIONAL.	US
Superior International Industries, Inc.	75581891	2340347	CHILD WORKS	US
Superior International Industries, Inc.	78569816	3207399	PLAYLAND	US
Superior International Industries, Inc.	78569906	3128943	SII	US
Superior International Industries, Inc.	78594526	3153087	SUPERIOR SHADE (and Design)	US
Superior International Industries, Inc.	78612007	3138319	SII (and Design)	US
Superior International Industries, Inc.	78612160	3212304	PLAYLAND (and Design)	US
Superior International Industries, Inc.	78749787	3192433	PLAYLAND (and Design)	US
Superior International Industries, Inc.	78777384	3348239	WOW PLAYGROUNDS FREEDOM TO PLAY! (and Design)	US
Superior International Industries, Inc.	78849215	3348324	WOW (and Design)	US
Superior International Industries, Inc.	75525765	2295600	WOW	US
Superior International Industries, Inc.	78631413	3345289	PLAYON SURFACING	US
Superior International Industries, Inc.	77584792	3764483	SKYSPAN	US

2. TRADEMARK APPLICATIONS

None.