

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
Tucker-Rocky Corporation, Inc.		03/10/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	30 South Meridian Street		
Internal Address:	Suite 800		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3684770	BIKEMASTER	
Registration Number:	3503383	MSRHP	
Registration Number:	3400469	MSRMX	
Registration Number:	3284258	MSRXC	
Registration Number:	3387252	MSR	
Registration Number:	3673349	THERMO GEAR	
Registration Number:	3454781	TPG TECHNICAL PERFORMANCE GEAR	
Registration Number:	3545706	THERMO NECK	
Registration Number:	3625083	1 FIRSTGEAR	
Registration Number:	3805139	HELL 'N BACK	
Registration Number:	3665416	TWIST OF FATE	
Serial Number:	76695625	THE MOMENT OF TRUTH	
Serial Number:	76695861	KILIMANJARO	

OP \$415.00 3684770

900186214

TRADEMARK
 REEL: 004497 FRAME: 0284

Serial Number:	76701691	TRUGEL NANO-TECHNOLOGY
Serial Number:	76702234	ASSAULT
Serial Number:	76702204	RIVER ROAD

CORRESPONDENCE DATA

Fax Number: (317)684-5173

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

Phone: 317-684-5362

Email: jday@boselaw.com

Correspondent Name: Jennifer L. Day, Bose McKinney & Evans

Address Line 1: 111 Monument Circle

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	16185-0012
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NAME OF SUBMITTER:	Jennifer L. Day
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Signature:	/Jennifer L. Day/
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Date:	03/14/2011
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Total Attachments: 20

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**SECURITY AGREEMENT
(Multiple Use)**

1. **THE SECURITY.** The undersigned **LDI Ltd., LLC, Lacy Distribution, Inc., Lacy Diversified Industries, LLC, Ed Tucker Distributor, Inc., Tucker-Rocky Corporation, Inc., LDI Logistics, Inc., Oregon International Airfreight Co., OIA Holdings, Inc., OIA Global Logistics International, Inc., OIA Global Logistics-SCM, Inc. and OIA International SCM Co.** (collectively, the "Pledgor") hereby assign and grant to **Bank of America, N.A.**, as the Administrative Agent for all the Lenders party to the Credit Agreement (the "Agent"), a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from a Lender under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor.

(d) All of the Pledgor's deposit accounts with a Lender. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party

which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

Notwithstanding the foregoing, the term "Collateral" shall not include the Investment Assets (as such term is defined in the Credit Agreement) until such time as the Investment Assets, other than the Excluded Investment Assets (as such term is defined in the Credit Agreement), are pledged as collateral pursuant to the terms of the Credit Agreement.

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Lenders pursuant to a Credit Agreement of even date herewith among Pledgor, as Borrower, Agent, as Administrative Agent and L/C Issuer, and the other Lenders party thereto (the "Credit Agreement"). Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to a Lender, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Lender by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and a Lender.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Agent in writing:

(a) Each Pledgor will execute and deliver to Agent a Perfection Certificate in the form attached hereto as Exhibit A.

(b) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(c) The Pledgor's chief executive office is located in the state specified in the Perfection Certificate. In addition, the Pledgor is incorporated in or organized under the laws of the state specified in the Perfection Certificate. The Pledgor shall give the Agent at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Agent in writing prior to any change in the location of any Collateral, including the Books and Records.

(d) The Pledgor will notify the Agent in writing prior to any change in the Pledgor's name, identity or business structure.

(e) Unless otherwise agreed or permitted by the Credit Agreement, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Agent, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Agent.

(f) The Pledgor will promptly notify the Agent in writing of any event which has a material adverse effect on the value of the Collateral or otherwise affects the ability of the Pledgor or the Agent to dispose of the Collateral, or the rights and remedies of the Agent in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(g) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Agent at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Agent on demand for any Collateral Costs so incurred.

(h) Until the Agent exercises its rights to make collection, the Pledgor will collect all Collateral in accordance with its ordinary business practices.

(i) If any Collateral with an aggregate value in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00) is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Agent, together with any necessary endorsements.

(j) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except as permitted by the Credit Agreement or with the prior written consent of the Agent; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

(k) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Agent, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Agent and include a loss payable endorsement in favor of the Agent in a form acceptable to the Agent. Upon the request of the Agent, the Pledgor will deliver to the Agent a copy of each insurance policy, or, if permitted by the Agent, a certificate of insurance listing all insurance in force.

(l) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Agent of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Agent, and shall provide that the Agent has no liability to such owner, holder of any lien, or any other person.

(m) The Perfection Certificate includes a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by the Agent in its discretion, the Pledgor will promptly notify the Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Perfection Certificate. The Pledgor authorizes the Agent, without notice to the Pledgor, to modify the Perfection Certificate to include any such Collateral.

(n) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service

marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program or in the ordinary course of its business. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Agent and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement). The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Agent's prior written consent.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** The Pledgor agrees that the Agent may:

(a) Upon the occurrence and during the continuance of a default, require the Pledgor to deliver to the Agent (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Whether or not a default has occurred, require the Pledgor to deliver to the Agent any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Agent the proceeds of any such letters of credit.

(c) Upon the occurrence and during the continuance of a default, notify any account debtors, any buyers of the Collateral, or any other persons of the Agent's interest in the Collateral.

5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under the Credit Agreement, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement and such breach remains uncured after any applicable cure period.

(c) The Agent fails to have an enforceable first lien (except for any prior liens permitted under the Credit Agreement or to which the Agent has consented in writing) on or security interest in the Collateral.

6. **BANK'S REMEDIES AFTER DEFAULT.** In the event and during the continuance of any default, the Agent may do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Agent in any deposit account of the Pledgor maintained with the Lenders by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Agent's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Agent in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Agent's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Agent at a place designated by the Agent.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Agent deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Agent to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Agent deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Agent may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Agent as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Agent or any of the Agent's or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Agent at law or in equity.

7. **CONSENT TO JURISDICTION.** To induce the Agent to accept this Agreement, the Pledgor hereby consents to the jurisdiction of any state or federal court located within Marion county, Indiana. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the Pledgor at the address indicated aside its signature to this Agreement, and

the Pledgor otherwise waives personal service of any and all process made upon the Pledgor. The Pledgor waives any objection which the Pledgor may have to any proceeding commenced in a federal or state court located within Marion county, Indiana, based upon improper venue or forum non conveniens. Nothing contained in this section shall affect the right of the Agent to serve legal process in any other manner permitted by law or to bring any action or proceeding against the Pledgor or its property in the courts of any other jurisdiction.

8. WAIVER OF JURY TRIAL/WAIVER OF CONSEQUENTIAL DAMAGES. THE PLEDGOR AND THE AGENT EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE PLEDGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE AGENT, THE LENDERS OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

9. WAIVER OF VALUATION AND APPRAISEMENT LAWS. The Pledgor hereby waives relief from any and all valuation and appraisal laws.

10. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Agent to enforce any provision shall not preclude the Agent from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Agent, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Agent may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Agent in connection with this Agreement must be in form and substance satisfactory to the Agent.

(d) This Agreement is governed by and shall be interpreted according to federal law and the laws of Indiana. If state or local law and federal law are inconsistent, or if state or local law is preempted by federal law, federal law governs. If the Agent has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Agent of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Debtor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Agent to enforce this Agreement or to protect the security interest of the Agent in the Collateral, or to take possession of, hold, preserve,

process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Agent seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.


(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Lenders and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Agent's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Agent of any of the Collateral, the Agent thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Agent shall retain all rights and powers hereby given with respect to any of the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

11. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

Dated: March 10th, 2011.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Bijon Jalaie

Title: Vice President

Address for Notices:
Bank of America Plaza
901 Main Street
Mail Code: TX1-492-14-14
Dallas, TX 75202-3714
Attention: Keli Torres
Telecopier: 214-290-8375

LDI LTD., LLC,
an Indiana limited liability company

By: _____
David N. Shane, CEO

LACY DIVERSIFIED INDUSTRIES, LLC,
an Indiana limited liability company

By: _____
David N. Shane, CEO

TUCKER-ROCKY CORPORATION, INC.,
a Delaware corporation

By: _____
Marc D. Johnson, Treasurer

LDI LOGISTICS, INC.,
an Indiana corporation

By: _____
Printed: _____
Title: _____

LACY DISTRIBUTION, INC.,
an Indiana corporation

By: _____
David N. Shane, CEO

ED TUCKER DISTRIBUTOR, INC.,
a Texas corporation

By: _____
David N. Shane

OREGON INTERNATIONAL AIRFREIGHT CO.,
an Oregon corporation

By: _____
Printed: _____
Title: _____

Dated: March 10, 2011.

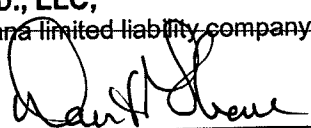
BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

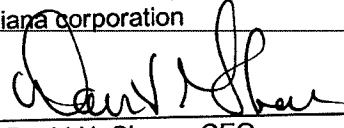
Title: _____

Address for Notices:
Bank of America Plaza
901 Main Street
Mail Code: TX1-492-14-14
Dallas, TX 75202-3714
Attention: Keli Torres
Telecopier: 214-290-8375

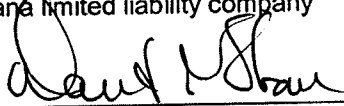
LDI LTD., LLC,
an Indiana limited liability company

By: 
David N. Shane, CEO

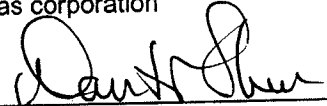
LACY DISTRIBUTION, INC.,
an Indiana corporation

By: 
David N. Shane, CEO

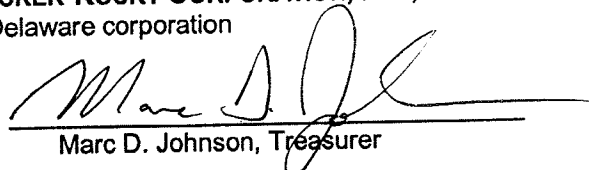
LACY DIVERSIFIED INDUSTRIES, LLC,
an Indiana limited liability company

By: 
David N. Shane, CEO

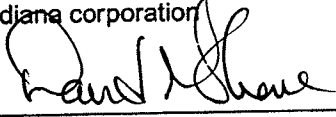
ED TUCKER DISTRIBUTOR, INC.,
a Texas corporation

By: 
David N. Shane, CEO

TUCKER-ROCKY CORPORATION, INC.,
a Delaware corporation

By: 
Marc D. Johnson, Treasurer

LDI LOGISTICS, INC.,
an Indiana corporation

By: 
David N. Shane, CEO

OREGON INTERNATIONAL AIRFREIGHT CO.,
an Oregon corporation

By: 
Michael P. Hutson, Treasurer

OIA HOLDINGS, INC.,
an Oregon corporation

By: Michael P. Hutson
Michael P. Hutson, Treasurer

OIA GLOBAL LOGISTICS-SCM, INC.,
an Oregon corporation

By: Michael P. Hutson
Michael P. Hutson, Treasurer

OIA GLOBAL LOGISTICS INTERNATIONAL, INC.,
an Oregon corporation

By: Michael P. Hutson
Michael P. Hutson, Treasurer

OIA INTERNATIONAL SCM CO.,
an Oregon corporation

By: Michael P. Hutson
Michael P. Hutson, Treasurer



Address for Notices:
c/o LDI Ltd., LLC
54 Monument Circle
Indianapolis, Indiana 46204
Attention: Gary Bilsland
Facsimile: 317-237-2329

Tucker Rocky Corporation, Inc.
Status Report as of February 9, 2011
124304

Patents



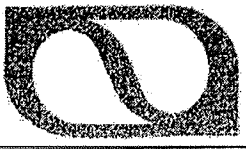
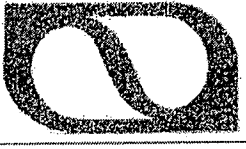



Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
VERSATILE ALL-WEATHER VENTILATED AND PROTECTIVE GARMENT	Granted	US	08/865388 May-29-1997	5845336 Dec-08-1998
GARMENT WITH MAP ACCESS POCKET SYSTEM	Granted	US	08/996521 Dec-23-1997	5884338 Mar-23-1999
GARMENT WITH PROVISION FOR ARM VENTILATION	Granted	US	07/656395 Feb-15-1991	5105477 Apr-21-1992
PROTECTIVE GARMENT HAVING VARIABLE VENTILATION ENTRY AND EXIT PANELS	Granted	US	07/714700 Jun-13-1991	5115516 May-24-1992



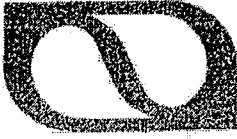
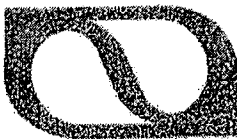






Trademarks







Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
BIKEMASTER	Registered	US	73/722613 Apr-15-1988	1625607 Dec-04-1990
MSR	Registered	US	74/717121 Aug-17-1995	2002789 Sep-24-1996
	Registered	US	75/329809 Jul-24-1997	2205277 Nov-24-1998
RAGE	Registered	US	75/562433 Oct-01-1998	3328171 Nov-06-2007
MUD PRO	Registered	US	75/581949 Nov-03-1998	2316053 Feb-08-2000
COLD PRO	Registered	US	75/562717 Oct-01-1998	2353289 May-30-2000
DOMINATOR GRIPS	Registered	US	75/562720 Oct-01-1998	2590163 Jul-09-2002
BIKER'S CHOICE	Registered	US	75/545636 Aug-31-1998	2513032 Nov-27-2001
BIKER'S CHOICE	Registered	US	75/544714 Aug-31-1998	2496626 Oct-09-2001
	Registered	US	75/550357 Sep-09-1998	2504974 Nov-06-2001

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
	Registered	US	76/201040 Jan-26-2001	2722100 Jun-03-2003
	Registered	US	76/524607 Jun-23-2003	2909754 Dec-14-2004
	Registered	US	76/475886 Dec-17-2002	2882590 Sep-07-2004
	Registered	US	76/480911 Jan-08-2003	2848958 Jun-01-2004
	Registered	US	76/573668 Jan-28-2004	3080191 Apr-11-2006
	Registered	US	76/592443 May-17-2004	2993886 Sep-13-2005
	Registered	US	76/624062 Dec-13-2004	3472737 Jul-22-2008
	Registered	US	76/640038 Jun-03-2005	3167202 Nov-07-2006
KILIMANJARO	Registered	US	74/477698 Jan-10-1994	2164211 Jun-09-1998
FIRSTGEAR	Registered	US	74/113714 Nov-08-1990	1742329 Dec-22-1992
	Registered	US	76/236960 Apr-06-2001	2750969 Aug-12-2003
HYPERTEX	Registered	US	74/558839 Aug-09-1994	2065422 May-27-1997
	Registered	US	73/558331 Sep-16-1985	1401312 Jul-15-1986

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
LEATHER TEX	Registered	US	75/732609 Jun-21-1999	2434226 Mar-06-2001
BIKEMASTER	Registered	US	76/691760 Aug-01-2008	3684770 Sep-22-2009
	Registered	US	76/669031 Nov-13-2006	3503383 Sep-23-2008
	Registered	US	76/669030 Nov-13-2006	3400469 Mar-25-2008
	Registered	US	76/669029 Nov-13-2006	3284258 Aug-28-2007
	Registered	US	76/669028 Nov-13-2006	3387252 Feb-26-2008
THERMO GEAR	Registered	US	76/670919 Dec-29-2006	3673349 Aug-25-2009
	Registered	US	77/123926 Mar-06-2007	3454781 Jun-24-2008
THERMO NECK	Registered	US	76/690181 Jun-02-2008	3545706 Dec-16-2008
	Registered	US	76/693239 Oct-01-2008	3625083 May-26-2009
HELL 'N BACK	Registered	US	76/695624 Feb-03-2009	3805139 Jun-22-2010
TWIST OF FATE	Registered	US	76/695623 Feb-03-2009	3665416 Aug-11-2009
THE MOMENT OF TRUTH	Pending	US	76/695625 Feb-03-2009	
KILIMANJARO	Suspended	US	76/695861 Feb-19-2009	
	Allowed	US	76/701691 Feb-18-2010	
ASSAULT	Published	US	76/702234 Mar-26-2010	
RIVER ROAD word mark	Allowed	US	76/702204 Mar-24-2010	
BIKER'S CHOICE	Registered	European Community	1039205 Jan-11-1999	001039205 Jul-06-2001

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
	Registered	European Community	1039247 Jan-11-1999	001039247 Dec-22-2000
	Registered	Canada	1138523 Apr-24-2002	TMA624816 Nov-05-2004
	Registered	Canada	1204731 Jan-30-2004	TMA683764 Mar-15-2007
	Registered	Australia	986866 Jan-30-2004	986866 Jan-04-2005
	Registered	European Community	3642832 Jan-30-2004	003642832 Jun-27-2005
	Registered	Argentina	2509064 Apr-22-2004	2042550 Sep-14-2005
	Registered	Brazil	826714676 Jul-21-2004	826714676 Mar-11-2008
	Registered	Chile	652107 Jul-05-2004	718293 Feb-24-2005
	Registered	Mexico	654101 Apr-29-2004	870666 Feb-28-2005
	Registered	New Zealand	711335 Apr-22-2004	711335 Oct-28-2004

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
	Registered	South Africa	2004/06238 Apr-22-2004	2004/06238 Jul-02-2008
	Registered	Venezuela	61662004 Apr-30-2004	P266171 Dec-19-2005
	Registered	Mexico	654102 Apr-29-2004	857559 Oct-28-2004
	Registered	South Africa	2004/06239 Apr-22-2004	2004/06239 Jul-02-2008
	Registered	Argentina	2509065 Apr-22-2004	2042551 Sep-14-2005
	Registered	Venezuela	61672004 Apr-30-2004	P266172 Dec-19-2005
	Registered	Brazil	826714684 Jul-21-2004	826714684 Mar-11-2008
	Registered	Brazil	826714714 Jul-21-2004	826714714 Mar-11-2008
	Registered	Mexico	677854 Sep-21-2004	858430 Oct-29-2004
	Registered	Canada	1276986 Oct-25-2005	TMA700894 Nov-15-2007
FIRSTGEAR	Registered	Canada	1311128 Jul-31-2006	TMA697768 Oct-02-2007

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
	Registered	European Community	006955091 Jun-02-2008	006955091 Mar-25-2009
BIKEMASTER	Registered	European Community	7156813 Aug-11-2008	007156813 May-28-2009
	Registered	Australia	1263103 Sep-18-2008	1263103 Apr-23-2009
MSR	Registered	European Community	7241433 Sep-18-2008	007241433 Jun-21-2009
MSR	Registered	Australia	1263102 Sep-18-2008	1263102 Apr-23-2009
MSR	Registered	Canada	1414404 Oct-14-2008	TMA769380 Jun-11-2010
MSR	Registered	Mexico	963272 Sep-24-2008	1187966 Nov-05-2010
FIRSTGEAR	Registered	European Community	7241359 Sep-18-2008	007241359 Jun-17-2009
	Registered	European Community	7293475 Oct-06-2008	007293475 May-20-2009
	Registered	Canada	1413734 Oct-08-2008	TMA757565 Jan-21-2010
MSR	Registered	Mexico	963273 Sep-24-2008	1093132 Apr-03-2009
MSR	Registered	Mexico	963274 Sep-24-2008	1066236 Oct-13-2008
MSR	Pending	Mexico	1053326 Dec-09-2009	
	Published	Canada	1474326 Mar-24-2010	
	Registered	European Community	008978454 Mar-24-2010	008978454 Aug-18-2010

Copyrights

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
1993 TUCKER-ROCKY DISTRIBUTING (VOLS. I & II)	Registered	US		TX 3 -659-820 Oct-26-1993
TUCKER-ROCKY - 1993 WATERCRAFT CATALOG	Registered	US		TX 3-637-052 Sep-27-1993
NEMPCO, INC. THE BIKER'S CHOICE 1993 CATALOG	Registered	US		TX 3-659-813 Sep-27-1993
NEMPCO, INC. THE BIKER'S CHOICE 1994 CATALOG	Registered	US		TX 3 782 410 Mar-21-1994
TUCKER-ROCKY DISTRIBUTING 1994 CATALOG	Registered	US		TX 3 780 859 Mar-21-1994
TUCKER-ROCKY DISTRIBUTING 1994 SNOWMOBILE CATALOG	Registered	US		TX 4-007-659 Mar-02-1995
TUCKER-ROCKY DISTRIBUTING	Registered	US		TX 4-089-713 Jul-28-1995
NEMPCO 1995 CATALOG	Registered	US		TX 4-126-168 Jul-28-1995
TUCKER-ROCKY DISTRIBUTING 1995 WATERCRAFT CATALOG	Registered	US		TX 4-094-773 Jul-28-1995
NEMPCO (1996 CATALOG)	Registered	US		TX 4-224-827 Mar-13-1996
TUCKER-ROCKY DISTRIBUTING 1996 CATALOG	Registered	US		TX 4-138-156 Mar-11-1996
NEMPCO 1997 CATALOG	Registered	US		TX 4-543-900 May-05-1997
TUCKER-ROCKY DISTRIBUTING 1967-1997 CATALOG (30TH ANNIVERSARY)	Registered	US		TX 4-543-899 May-05-1997
NEMPCO 1998 CATALOG	Registered	US		TX4-715-974 Feb-03-1998
TUCKER ROCKY DISTRIBUTING 1998	Registered	US		TX 5-345-832 Jun-26-2000
TUCKER ROCKY WATERCRAFT CATALOG 1999	Registered	US		TX 5-240-940 Jul-10-2000
TUCKER ROCKY DISTRIBUTING CATALOG 1999	Registered	US		TX 5-240-950 Jul-10-2000
BIKER'S CHOICE 2000	Registered	US		TX 5-240-951 Jul-10-2000
TUCKER ROCKY 1999-2000 SNOWMOBILE CATALOG	Registered	US		TX 5-240-546 Jun-29-2000

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
TUCKER ROCKY ATV 2000 CATALOG	Registered	US		TX 5-240-939 Jul-10-2000
30TH ANNIVERSARY - TUCKER ROCKY DISTRIBUTING 1967-1997: 1997-98 Catalog	Registered	US		TX 4-709-099 Feb-04-1998
2001 TUCKER ROCKY WATERCRAFT	Registered	US		TX 5-547-993 Dec-27-2001
TUCKER ROCKY ATV 2002 CATALOG	Registered	US		TX 5-784-357 Dec-27-2001
TUCKER ROCKY 2002 SNOWMOBILE	Registered	US		TX 5-559-462 Jan-03-2002
TUCKER-ROCKY DISTRIBUTING CATALOG 2001	Registered	US		TX 6-701-639 Nov-09-2009
BIKERS CHOICE 2002 HANDBOOK	Registered	US		TX 6-187-496 Jan-26-2004
BIKER'S CHOICE 2001 HANDBOOK	Registered	US		TX 5-550-238 Jan-16-2002
EVERYTHING FOR MOTORCYCLES AND THE PEOPLE WHO RIDE THEM 2002	Registered	US		TX 5-783-487 Jul-01-2002
TUCKER ROCKY 2003 SNOWMOBILE CATALOGUE	Registered	US		VA 1-223-742 Jul-01-2002
2003 EVERYTHING FOR ATVS AND THE PEOPLE WHO RIDE THEM	Registered	US		VA 1-145-182 Jul-02-2002
2000 TUCKER ROCKY WATERCRAFT	Registered	US		TX 5-704-690 Jul-31-2002
TUCKER ROCKY DISTRIBUTING 2000	Registered	US		TX 5-603-988 Jul-30-2002
2001 TUCKER ROCKY ATV CATALOG	Registered	US		TX 5-671-819 Jul-29-2002
03 SNOWMOBILE HARDPARTS & APPLICATION GUIDE catalog	Registered	US		TX 5-666-765 Jan-14-2003
TUCKER ROCKY DISTRIBUTING 2003 CATALOG	Registered	US		TX5776967 May-06-2003
2004 ATV CATALOG	Registered	US		TX5-957-000 Mar-19-2004
TUCKER ROCKY DISTRIBUTING CATALOG 2004	Registered	US		TX 6-095-549 Jul-26-2004
TUCKER ROCKY 2005 ATV CATALOG	Registered	US		TX 6-065-743 Nov-15-2004
TUCKER ROCKY DISTRIBUTING 2005 SNOWMOBILE	Registered	US		TX6065741 Nov-15-2004

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
2003 CATALOG BIKER'S CHOICE	Registered	US		TX6074771 Nov-15-2004
BIKER'S CHOICE 2004 CATALOG	Registered	US		TX6065742 Nov-15-2004
BIKER'S CHOICE 2005	Registered	US		TX6073463 Nov-15-2004
OFFROAD TUCKER ROCKY 05	Registered	US		TX6187302 May-03-2005
STREET TUCKER ROCKY 05	Registered	US		TX 6-188-234 May-02-2005
TUCKER ROCKY 2006 ATV CATALOG	Registered	US		TX 6-219-395 Jul-11-2005
2006 BIKER'S CHOICE	Registered	US		TX 6-314-006 Jan-30-2006
2006 Tucker Rocky Distributing All Things Dirt	Registered	US		TX 6-393-303 Apr-24-2006
2006 Tucker Rocky Distributing All Things Street	Registered	US		TX 6-441-640 Apr-26-2006
TUCKER ROCKY 2007 ATV CATALOG	Registered	US		TX 6-407-083 Jun-26-2006
2007 BIKER'S CHOICE CATALOG	Registered	US		TX 6-553-745 Mar-30-2007
2007 TUCKER ROCKY STREET CATALOG	Registered	US		TX 6-560-071 Apr-03-2007
2007 TUCKER ROCKY APPAREL CATALOG	Registered	US		TX 6-554-376 Apr-05-2007
2007 TUCKER ROCKY OFFROAD CATALOG	Registered	US		TX 6-565-492 Apr-04-2007
TUCKER ROCKY 2008 ATV CATALOG	Registered	US		TX 6-837-520 Sep-17-2007
2009 BIKER'S CHOICE CATALOG	Registered	US		TX 7-080-704 Jun-22-2009
2009 TUCKER ROCKY STREET CATALOG	Registered	US		TX 7-080-738 Jun-23-2009
2009 TUCKER ROCKY OFFROAD CATALOG	Registered	US		TX 7-080-739 Jun-22-2009
2010 ATV CATALOG	Registered	US		TX 7-080-735 Jun-22-2009
2009 TUCKER ROCKY APPAREL CATALOG	Registered	US		TX 7-075-582 Jun-23-2009

Title	Case Status	Country	Application No. Application Date	Registration No. Registration Date
2009 ATV CATALOG	Registered	US		TX 7-085-577 Jun-19-2009
OFFROAD PARTS AND ACCESSORIES 2010	Pending	US		
STREET PARTS AND ACCESSORIES 2010	Pending	US		
APPAREL STREET AND OFFROAD APPAREL ACCESSORIES 2010	Pending	US		
2011 ATV CATALOG	Pending	US		
BIKER'S CHOICE 2010	Pending	US		