

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
American Recreation Products, Inc.		03/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	230 W. Monroe Street, Suite 2900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	85179317	BLACK SHEEP
Serial Number:	85179327	BLACK SHEEP
Serial Number:	77926147	FREYR
Serial Number:	85014883	FULCRUM SUSPENSION
Serial Number:	85241347	INSUL-THERM
Registration Number:	3692629	ISIS
Registration Number:	3850428	ISIS
Serial Number:	85022196	ISIS
Registration Number:	3075774	ISIS
Serial Number:	77926276	JUBILEE
Registration Number:	3894030	KELTY
Serial Number:	85064033	KELTY
Registration Number:	3904440	KELTY
Serial Number:	85240346	KELTY

CH \$1240.00 85179317

Registration Number:	3886466	KELTY
Registration Number:	3886467	KELTY
Registration Number:	3886468	KELTY
Serial Number:	85064095	KELTY
Serial Number:	85240377	KELTY
Registration Number:	3890335	KELTY KIDS
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:	85126695	MOUNTAIN TRAILS
Serial Number:	85241374	OMEGA II
Serial Number:	77926213	PROPHECY
Serial Number:	77926282	REVIVAL
Serial Number:	85241544	ROKK
Serial Number:	85241535	ROKK
Serial Number:	85241670	SLUMBERJACK
Serial Number:	85246078	SLUMBERLOFT
Serial Number:	85246036	SLUMBERWICK
Serial Number:	77926262	SORCERY
Registration Number:	3886406	STOW-N-GO
Serial Number:	85031473	STOW-N-GO
Registration Number:	2527386	
Registration Number:	3837464	U
Registration Number:	3837450	U
Registration Number:	3837452	U
Registration Number:	3859597	U
Serial Number:	77926186	ULLR
Registration Number:	3837442	ULTIMATE DIRECTION
Registration Number:	3837440	ULTIMATE DIRECTION
Registration Number:	3859595	ULTIMATE DIRECTION
Serial Number:	85145346	VERSAFLY
Registration Number:	3852303	WE FIT WHO YOU ARE
Serial Number:	77926172	YMIR

TRADEMARK

REEL: 004504 FRAME: 0208

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22761-26 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	03/24/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 22, 2011, by AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of July 23, 2009, by Grantor, each Obligor party thereto, and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time may be amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has agreed to grant a security interest in certain collateral to Collateral Agent for the benefit of the holders of Note Obligations;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent for the benefit of the holders of Note Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the holders of Note Obligations, a continuing second 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, but excluding in the case of any and all of the foregoing, any intent-to-use trademark applications (which such intent-to-use trademark applications shall not be included in the Trademark Collateral until a statement of use is filed with respect thereto);

- (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 Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of Note Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE HOLDERS OF THE PRIORITY OBLIGATIONS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) UPON THE TERMS AND CONDITIONS SET FORTH IN THE INTERCREDITOR AGREEMENT, INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO THE CREDIT AGREEMENT AGENT AND THE LENDERS (AS SUCH TERMS ARE DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO OR IN CONNECTION WITH THE CREDIT AGREEMENT, AND (B) THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN AND THEREIN ARE SUBJECT IN ALL RESPECTS TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AND GOVERN.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this 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: Steven E. Baginski
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
BLACK SHEEP	American Recreation Products, Inc.	Pending	[s/n 85/179,317]	[filed 11/17/2010]
BLACK SHEEP	American Recreation Products, Inc.	Pending	[s/n 85/179,327]	[filed 11/17/2010]
FREYR	American Recreation Products, Inc.	Pending	[s/n 77/926,147]	[filed 2/2/2010]
FULCRUM SUSPENSION	American Recreation Products, Inc.	Pending	[s/n 85/014,883]	[filed 4/15/2010]
INSUL-THERM	American Recreation Products, Inc.	Pending	[s/n 85/241,347]	[filed 2/14/2011]
ISIS	American Recreation Products, Inc.	Registered	3,692,629	10/6/2009
ISIS	American Recreation Products, Inc.	Registered	3,850,428	9/21/2010
ISIS	American Recreation Products, Inc.	Pending	[s/n 85/022,196]	[filed 4/23/2010]
ISIS (and Design)	American Recreation Products, Inc.	Registered	3,075,774	4/4/2006
JUBILEE	American Recreation Products, Inc.	Pending	[s/n 77/926,276]	[filed 2/2/2010]
KELTY	American Recreation Products, Inc.	Registered	3,894,030	12/21/2010
KELTY	American Recreation Products, Inc.	Pending	[s/n 85/064,033]	[filed 6/6/2010]

KELTY	American Recreation Products, Inc.	Registered	3,904,440	1/11/2011
KELTY	American Recreation Products, Inc.	Pending	[s/n 85/240,346]	[filed 2/11/2011]
KELTY (and Design)	American Recreation Products, Inc.	Registered	3,886,466	12/7/2010
KELTY (and Design)	American Recreation Products, Inc.	Registered	3,886,467	12/7/2010
KELTY (and Design)	American Recreation Products, Inc.	Registered	3,886,468	12/7/2010
KELTY (and Design)	American Recreation Products, Inc.	Pending	[s/n 85/064,095]	[filed 6/16/2010]
KELTY (and Design)	American Recreation Products, Inc.	Pending	[s/n 85/240,377]	[filed 2/11/2011]
KELTY KIDS (and Design)	American Recreation Products, Inc.	Registered	3,890,335	12/14/2010
KELTY – THE ACTIVE FAMILY EXPERTS	American Recreation Products, Inc.	Pending	[s/n 77/966,218]	[filed 3/23/2010]
KELTY – THE ACTIVE FAMILY EXPERTS	American Recreation Products, Inc.	Pending	[s/n 77/966,280]	[filed 3/23/2010]
KELTY – THE ACTIVE FAMILY EXPERTS	American Recreation Products, Inc.	Pending	[s/n 77/966,401]	[filed 3/23/2010]
MIJO	American Recreation Products, Inc.	Pending	[s/n 77/928,800]	[filed 2/5/2010]
MINISTRY	American Recreation Products, Inc.	Pending	[s/n 77/926,252]	[filed 2/2/2010]
MOUNTAIN TRAILS	American Recreation Products, Inc.	Pending	[s/n 85/126,695]	[filed 9/10/2010]

OMEGA II	American Recreation Products, Inc.	Pending	[s/n 85/241,374]	[filed 2/14/2011]
PROPHECY	American Recreation Products, Inc.	Pending	[s/n 77/926,213]	[filed 2/2/2010]
REVIVAL	American Recreation Products, Inc.	Pending	[s/n 77/926,282]	[filed 2/2/2010]
ROKK	American Recreation Products, Inc.	Pending	[s/n 85/241,544]	[filed 2/14/2011]
ROKK	American Recreation Products, Inc.	Pending	[s/n 85/241,535]	[filed 2/14/2011]
SLUMBERJACK	American Recreation Products, Inc.	Pending	[s/n 85/241,670]	[filed 2/14/2011]
SLUMBERLOFT	American Recreation Products, Inc.	Pending	[s/n 85/246,078]	[filed 2/18/2011]
SLUMBERWICK	American Recreation Products, Inc.	Pending	[s/n 85/246,036]	[filed 2/18/2011]
SORCERY	American Recreation Products, Inc.	Pending	[s/n 77/926,262]	[filed 2/2/2010]
STOW-N-GO	American Recreation Products, Inc.	Registered	3,886,406	12/7/2010
STOW-N-GO	American Recreation Products, Inc.	Pending	[s/n 85/031,473]	[filed 5/6/2010]
[Swirl Start Design]	American Recreation Products, Inc.	Registered	2,527,386	1/8/2002
U (and Design)	American Recreation Products, Inc.	Registered	3,837,464	8/24/2010
U (and Design)	American Recreation Products, Inc.	Registered	3,837,450	8/24/2010
U (and Design)	American Recreation Products, Inc.	Registered	3,837,452	8/24/2010

U (and Design)	American Recreation Products, Inc.	Registered	3,859,597	10/12/2010
ULLR	American Recreation Products, Inc.	Pending	[s/n 77/926,186]	[filed 2/2/2010]
ULTIMATE DIRECTION	American Recreation Products, Inc.	Registered	3,837,442	8/24/2010
ULTIMATE DIRECTION	American Recreation Products, Inc.	Registered	3,837,440	8/24/2010
ULTIMATE DIRECTION	American Recreation Products, Inc.	Registered	3,859,595	10/12/2010
VERSAFLY	American Recreation Products, Inc.	Pending	[s/n 85/145,346]	[filed 10/5/2010]
WE FIT WHO YOU ARE	American Recreation Products, Inc.	Registered	3,852,303	9/28/2010
YMIR	American Recreation Products, Inc.	Pending	[s/n 77/926,172]	[filed 2/2/2010]