

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DayMen Canada Acquisition ULC		05/13/2011	ULC: CANADA
0891145 B.C. Unlimited Liability Company		05/13/2011	ULC: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	GE Canada Finance Holding Company
<b>Street Address:</b>	123 Front Street West
<b>Internal Address:</b>	Suite 1400
<b>City:</b>	Toronto
<b>State/Country:</b>	ONTARIO
<b>Postal Code:</b>	M5J 2M2
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85234933	FASTPACK
Serial Number:	85238883	STREAMLINE
Serial Number:	85267766	PRO ROLLER LITE
Serial Number:	85276979	TRUSTED BY PROFESSIONALS
Serial Number:	85277002	TRUSTED BY PROFESSIONALS SINCE 1967
Serial Number:	85277034	TRUSTED BY PROFESSIONALS EST. 1967

**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

**900192013**

**TRADEMARK  
 REEL: 004542 FRAME: 0501**

**CH \$165.00 85234933**

Address Line 2: Latham & Watkins LLP, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0545
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	05/16/2011

Total Attachments: 6  
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## FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 13, 2011 (this "Amendment"), by DayMen Canada Acquisition ULC, an unlimited liability company organized under the laws of British Columbia and 0891145 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (collectively, the "Grantors") in favor of GE CANADA FINANCE HOLDING COMPANY, in its capacity as Canadian Agent pursuant to the Credit Agreement (in such capacity, the "Canadian Agent").

### WITNESSETH:

WHEREAS, the Grantors are parties to a Pledge and Security Agreement, dated as of October 21, 2010 (the "Pledge and Security Agreement") in favor of the Canadian Agent, pursuant to which the Grantors executed and delivered an Intellectual Property Security Agreement dated as of October 21, 2010 (the "Existing Intellectual Property Security Agreement") which was filed with the United States Patent and Trademark Office on November 19, 2010 at Reel 004408, Frame 0400 and at Reel 025408, Frame 0575.

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Canadian Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Amendment. Schedule I attached to the Existing Intellectual Property Security Agreement is hereby amended and supplemented by adding thereto the Trademarks and Patents of Grantors listed on Schedule I attached hereto (the "Additional Intellectual Property"), and 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 Canadian Agent for the benefit of the Security Parties, and grants to the Canadian 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 Additional Intellectual Property.

SECTION 3. Pledge and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Canadian Agent with respect to the security interest in the Additional Intellectual Property are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amendment is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control unless the Canadian Agent shall otherwise determine.


SECTION 4. Ratification. Except as specifically set forth above, the Existing Intellectual Property Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

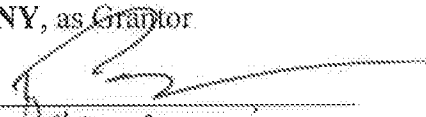
*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DAYMEN CANADA ACQUISITION  
ULC, as Grantor**

By:   
Name: Peter W. Klein  
Title: Vice President

**0891145 B.C. UNLIMITED LIABILITY  
COMPANY, as Grantor**

By:   
Name: Peter W. Klein  
Title: Vice President

**ACCEPTED AND AGREED**  
as of the date first above written:

**GE CANADA FINANCE HOLDING COMPANY,**  
as Canadian Agent

By:   
Name: \_\_\_\_\_  
Title: **ITALO FORTINO**  
**DULY AUTHORIZED SIGNATORY**

**SCHEDULE I**  
to  
**FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Registration/Serial/ Application #</b>
ACME MADE	2010728897
FASTPACK	85234933
STREAMLINE	85238883
PRO ROLLER LITE	85267766
TRUSTED BY PROFESSIONALS	85276979
TRUSTED BY PROFESSIONALS SINCE 1967	85277002
TRUSTED BY PROFESSIONALS EST. 1967	85277034

**II. PATENT REGISTRATIONS AND PATENT APPLICATIONS**

<b>Patent</b>	<b>Registration/Serial/ Application #</b>
Camera accessory having expandable housing	13031039
Camera accessory having expandable housing	PCT/US11/25517
Cable organization system and method of securing a cable therein	13030685
Cable organization system and method of securing a cable therein	PCT/US11/25456
Backpack (infield Optics)	1837261
Backpack (infield Optics)	201130046620.60

Shoulder Bag (Compuday Shoulder Bag)	1837261
Shoulder Bag (Compuday Shoulder Bag)	201130046619.30
Backpack (Compuday Backpack)	1837261
Backpack (Compuday Backpack)	201130046618.90
Backpack (Orion Daypack)	1837261
Backpack (Orion Daypack)	201130046636.70
Versapack	1476773