

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARRAND COMPANIES, INC.		06/03/2011	COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PENFUND CAPITAL FUND III LIMITED PARTNERSHIP		
Street Address:	390 Bay Street		
Internal Address:	Suite 1720		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2Y2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75554656	GATORSKIN	
Serial Number:	75904580	GRIP TECH	
Serial Number:	78227895	SUBZERO	
Serial Number:	78951756	SMART NOZZLE	
CORRESPONDENCE DATA			
Fax Number:	(514)904-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipmtl@osler.com		
Correspondent Name:	S. Aguilar		
Address Line 1:	1000 de la Gauchetiere St. West		
Address Line 2:	Suite 2100		
Address Line 4:	Montreal, CANADA H3B4W5		
ATTORNEY DOCKET NUMBER:	1129821(SA_TM_CARRAND)		
DOMESTIC REPRESENTATIVE			

OP \$1115.00 75554656

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**TRADEMARK
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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Sofia Aguilar
Signature:	/Sofia Aguilar/
Date:	06/10/2011

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT - CARRAND

This 3rd day of June, 2011, Carrand Companies, Inc., a California corporation (the "*Debtor*"), with its principal place of business and mailing address at 1225 E. Artesia Blvd., Carson, CA 90746, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Penfund Capital Fund III Limited Partnership ("*Penfund*"), with its mailing address at Suite 1720, 390 Bay Street, Toronto, ON M5H 2Y2 (Attention: Richard Bradlow) and to its successors and assigns (Penfund together with such successors and assigns being hereinafter referred to as the "*Lender*"), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Second Lien Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Lender, as the same may be amended, modified, or restated from time to time.

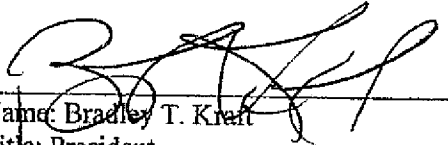
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Lender on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CARRAND COMPANIES, INC.

By: 
Name: Bradley T. Kraft
Title: President

[SIGNATURE PAGE - CARRAND TRADEMARK COLLATERAL AGREEMENT]

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Accepted and agreed to as of the date and year first above written.

**PENFUND CAPITAL FUND III LIMITED
PARTNERSHIP, as Lender**

By: its general partner, PENFUND CAPITAL
PARTNERS INC.

By: 

Name: Richard Bradlow
Title: Director

**SCHEDULE A
TO CARRAND COMPANIES, INC. TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
Gator Skin and Design	Carrand Companies, Inc.	United States	75/554,656	9/17/1998	2,384,004	9/5/2000	2010-Then 2020
Grip Tech	Carrand Companies, Inc.	United States	75/904,580	1/22/2002	2,505,942	11/13/2001	11/13/2011
Subzero	Carrand Companies, Inc.	United States	78/227,895	3/20/2003	2,944,975	4/26/2005	4/26/2015
Smart Nozzle	Carrand Companies, Inc.	United States	78/951,756	8/14/2006	3,256,067	6/26/2007	6/26/2017

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RECORDED: 06/10/2011

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