

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
Rio Brands, LLC		08/05/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3495594	AMERICAN PATRIOT
Registration Number:	3212576	BEACH POD
Registration Number:	3281903	BIG KAHUNA
Registration Number:	3722168	CAPTURE THE SPIRIT
Registration Number:	3068777	EASY IN-EASY OUT
Registration Number:	2965866	GROUND BREAKER
Registration Number:	3903947	MYPOD
Registration Number:	3047481	RIO BEACH
Registration Number:	3301686	RIO BRANDS
Registration Number:	2943413	RIO CREATIONS
Registration Number:	2935789	RIO OUTDOOR LIFESTYLES
Registration Number:	2969362	SAND BLASTER
Serial Number:	76545904	AMERICAN PRIDE

CH \$365.00 3495594

Serial Number:

85091507

RIO GEAR

CORRESPONDENCE DATA

Fax Number: (215)557-2049

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

Phone: (215) 988-6991

Email: tarbox@blankrome.com

Correspondent Name: Olivia H. Tarbox, Paralegal

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:

074658-01840

NAME OF SUBMITTER:

Olivia H. Tarbox

Signature:

/Olivia H. Tarbox/

Date:

08/17/2011

Total Attachments: 9

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 5th day of August, 2011 by **RIO BRANDS, LLC** a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") has entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference, including, without limitation, all provisions contained therein that limit or restrict Grantor's rights to sell, license, grant any options with respect to, assign or encumber its interests in the Trademarks or Patents. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

4. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RIO BRANDS, LLC

By: W. Cohen
Name: Warren Cohen
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Thomas A. Gutman
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RIO BRANDS, LLC

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas A. Gutman
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

State of Pennsylvania)
 : SS
Montgomery County)

This instrument was acknowledged before me on the 4th day of August, 2011, by
Warren Cohen as CEO of Riv Brands, LLC

[Seal]

Jason Foley
Notary Public, State of Pennsylvania
My commission expires on MAY 4, 2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jason Foley, Notary Public
Conshohocken Boro, Montgomery County
My Commission Expires May 4, 2014
Member, Pennsylvania Association of Notaries

[ACKNOWLEDGMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

POWER OF ATTORNEY

RIO BRANDS, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of August 5, 2011 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of August 5, 2011 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

RIO BRANDS, LLC

By: WCC
Name: Warren Cohen
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

PATENT REGISTRATIONS

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Expiration Date</u>
D338,791	Arm For Folding Beach Chair	August 31, 1993	August 31, 2007
D376,060	Arm For Adjustable Sand Chair	December 3, 1996	December 3, 2010
D547,981	Armrest For A Folding Chair	August 7, 2007	August 7, 2021
D548,489	Oval Shaped Cooler	August 14, 2007	August 14, 2021
D548,491	Cooler With Sloped Face	August 14, 2007	August 14, 2021
D552,386	Folding Chair Adjustment Rack	October 9, 2007	October 9, 2021
D568,066	Cooler Stand	May 6, 2008	May 6, 2022
D568,067	Cooler Stand	May 6, 2008	May 6, 2022
D568,636	Cooler Stand	May 13, 2008	May 13, 2022
D569,131	Cooler Stand	May 20, 2008	May 20, 2022
D571,113	Wheeled Folding Chair	June 17, 2008	June 17, 2022
D571,115	Folding Backpack Chair	June 17, 2008	June 17, 2022
D630,834	Anchor Auger for Beach Umbrella	January 18, 2011	January 18, 2025
RE39,022	Backpack Chair	March 21, 2006	January 12, 2019
6,056,172	Backpack Chair	May 2, 2000	January 19, 2019
6,739,652	Beverage Holder	May 25, 2004	April 16, 2022
7,374,247	Footrest For Chair	May 20, 2008	December 8, 2025

TRADEMARKS

U.S. Trademark Registrations:

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Next Deadline</u>
Rio Brands, Inc. d/b/a All-Luminum Products, Inc.	"AMERICAN PATRIOT"	3,495,594	09/02/2008	Section 8 & 15 Declarations Due By 09/02/2014
Rio Brands, Inc.	"BEACH POD"	3,212,576	02/27/2007	Section 8 & 15 Declarations Due By 02/27/2013
Rio Brands, Inc.	"BIG KAHUNA"	3,281,903	08/21/2007	Section 8 & 15 Declarations Due By 08/21/2013
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"CAPTURE THE SPIRIT"	3,722,168	12/08/2009	Section 8 & 15 Declarations Due By 12/08/2015

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Next Deadline</u>
Rio Brands, Inc.	"EASY IN-EASY OUT"	3,068,777	03/14/2006	Section 8 & 15 Declarations Due By 03/14/2012
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"GROUND BREAKER"	2,965,866	07/12/2005	Renewal Application Due By 07/12/2015
Rio Brands, Inc.	"MYPOD"	3,903,947	01/11/2011	Section 8 & 15 Declarations Due By 01/11/2017
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO BEACH"	3,047,481	01/24/2006	Renewal Application Due By 01/24/2016
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO BRANDS"	3,301,686	10/02/2007	Section 8 & 15 Declarations Due By 10/02/2013
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO CREATIONS"	2,943,413	04/26/2005	Section 8 & 15 Declarations Due By 04/26/2011 (Grace Period Expires 10/26/2011)
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"RIO OUTDOOR LIFESTYLES"	2,935,789	03/29/2005	Section 8 & 15 Declarations Due By 03/29/2011 (Grace Period Expires 09/29/2011)
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"SAND BLASTER"	2,969,362	07/19/2005	Renewal Application Due By 07/19/2015

U.S. Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Application Status</u>
Rio Brands, Inc. a/k/a All-Luminum Products, Inc.	"AMERICAN PRIDE"	76/545,904	09/15/2003	Application Suspended
All-Luminum Products, Inc. d/b/a/ Rio Products, Inc.	"RIO GEAR"	85/091,507	July 23, 2010	Application will be Published on 08/16/2011

SCHEDULE - 1

074658.01840/12114541v.2

RECORDED: 08/17/2011

**TRADEMARK
REEL: 004606 FRAME: 0648**