

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
Auburn Operations, LLC		09/12/2011	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3253166	A
Registration Number:	3298623	A RIDE LIKE NO OTHER.
Registration Number:	0753687	AUBURN
Registration Number:	3243090	BRUTUS
Registration Number:	3171621	CHARIOT
Registration Number:	2891107	EVERFLOW
Registration Number:	3064113	EVERRIDE
Registration Number:	3193776	GATEWAY
Registration Number:	3125893	GREAT DANE
Registration Number:	3206047	
Registration Number:	3086363	HORNET
Registration Number:	3291425	SAVING YOU TIME
Registration Number:	3171623	SCAMPER
Registration Number:	3291865	SCORPION

TRADEMARK

Registration Number:	3171622	SUPER SURFER
Registration Number:	3304696	SURFER
Registration Number:	3243514	WARRIOR
Registration Number:	3173971	WASP

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1967454

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 09/13/2011

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 12th day of September, 2011, AUBURN OPERATIONS, LLC, a Wisconsin limited liability company ("*Debtor*") with its principal place of business and mailing address at 655 West Ryan Street, Brillion, Wisconsin 54110, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors 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;

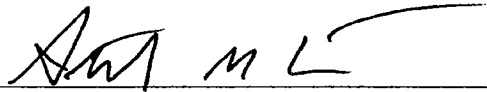
to secure the payment and performance of all Secured Obligations of Debtor, and certain affiliates of Debtor as set out in that certain Security Agreement dated as of September 12, 2011 between Debtor, the other parties thereto as debtors, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant, 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.

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

AUBURN OPERATIONS, LLC

By 
Name Stewart M. Witkov
Title Secretary & Treasurer

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

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]


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

AUBURN OPERATIONS, LLC

By _____
Name _____
Title _____

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

BANK OF MONTREAL, as Agent

By  _____
Name Andrew K. Peterson
Title Senior Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FULL TITLE	ISSUE #	REG. DATE	SERIAL #	FILED
A design	3253166	1/9/07	78/786691	6/6/06
A Ride Like No Other	3298623	9/25/07	77/024283	10/18/06
Auburn	753687	7/30/63	72/137415	2/7/62
Brutus	3243090	5/15/07	78/805517	2/2/06
Chariot	3171621	11/14/06	78/829265	3/4/06
Everflow	2891107	10/5/04	76/566676	12/22/03
Everride	3064113	2/28/06	76/541411	8/25/03
Gateway	3193776	1/2/07	78/829277	3/4/06
Great Dane	3125893	8/8/06	78/546093	1/12/05
Great Dane (Paw Print Design)	3206047	2/6/07	78/855396	4/6/06
Hornet	3086363	4/25/06	78/404642	4/20/04
Saving You Time	3291425	9/11/07	77/024295	10/18/06
Scamper	3171623	11/14/06	78/829274	3/4/06
Scorpion	3291865	9/11/07	78/727358	10/5/05
Super Surfer	3171622	11/14/06	78/829269	3/4/06
Surfer	3304696	10/2/07	78/917383	1/26/06
Warrior	3243514	5/22/07	78/404628	4/20/04
Wasp	3173971	11/21/06	78/783807	1/3/06