

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
Robinson Outdoor Products, LLC		11/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Commercial Finance, Inc., as Agent		
Street Address:	19601 West Bluemound Road		
Internal Address:	Suite 100		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	85253162	HARDKORE DRIVEN	
Serial Number:	85253198	HARDKORE DRIVEN	
Serial Number:	85253194	HARDKORE DRIVEN	
Registration Number:	1440051	SCENT SHIELD	
Registration Number:	2015866	STILL STEAMIN'	
Registration Number:	2619482	SCENTBLOCKER	
Registration Number:	2675234	WIND BLOCKER	
Registration Number:	2757588	RAIN BLOCKER	
Registration Number:	2853754	ALMOST STEAMIN'	
Registration Number:	2974166	WHITE LIGHTNING	
Registration Number:	2979543	WHITE LIGHTNING	
Registration Number:	3264259	WHITEWATER	
Registration Number:	3298782	SNO BLOCKER	

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Registration Number:	3357395	SILVER SHIELD
Registration Number:	3649404	S3
Registration Number:	3649451	S3 SCENT SHIELD SCIENCE
Registration Number:	3684944	S3

CORRESPONDENCE DATA

Fax Number: (612)359-7602

Phone: 612-359-7645

Email: glipp@fwhtlaw.com

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

Correspondent Name: Glenda M. Lipp c/o Fabyanske Law Firm

Address Line 1: 800 LaSalle Avenue, Suite 1900

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:

Genda M. Lipp

Signature:

/Glenda M. Lipp/

Date:

11/17/2011

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 1, 2011

WHEREAS, ROBINSON OUTDOOR PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 110 North Park Drive, Cannon Falls, Minnesota 55009, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, ASSOCIATED COMMERCIAL FINANCE, INC., a Wisconsin corporation, in its capacity as agent (in such capacity, the "Agent") for ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to the Agent, for the benefit of itself and for the ratable benefit of the Bank and the other Lender Parties (as such term is defined in the Security Agreement, hereinafter defined), a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of February 15, 2011, among the Grantor, the Agent and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants to the Agent, for the benefit of itself and for the ratable benefit of the Bank and the other Lender Parties, a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Agent, the Bank, the other Lender Parties and their respective successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of the Bank and the other Lender Parties have been terminated, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by the Agent, the Bank or any other Lender Party to any such obligation is or must be rescinded or returned for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent, the Bank or any other Lender Party, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application had not been made and such release had not been executed.

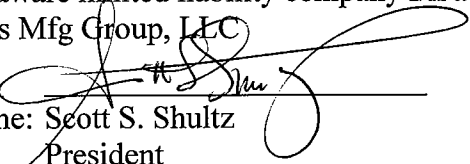
This security interest has been made in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTOR:

ROBINSON OUTDOOR PRODUCTS, LLC, a
Delaware limited liability company f/k/a Cannon
Falls Mfg Group, LLC

By: 
Name: Scott S. Shultz
Its: President

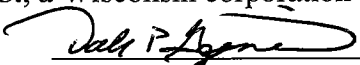
Subscribed and sworn to before me
this 8 day of November, 2011.

Kriston M Shorter
Notary Public



AGENT:

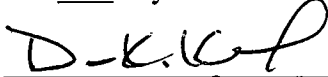
**ASSOCIATED COMMERCIAL FINANCE,
INC.**, a Wisconsin corporation

By: 

Name: Dale P. Grzenia

Its: Senior Vice President

Subscribed and sworn to before me
this 14th day of November, 2011.



Notary Public Dan K. Kempel
Expires 12/29/13

SCHEDULE A

Trademarks Owned by ROP

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Scent Shield	1,440,051	May 19, 1987
Still Steamin'	2,015,866	Nov 12, 1996
ScentBlocker	2,619,482	Sept 17, 2002
WindBlocker	2,675,234	Jan 14, 2003
RainBlocker	2,757,588	Aug 26, 2003
Almost Steamin'	2,853,754	June 15, 2004
White Lightning (stylized)	2,974,166	July 19, 2005
White Lightning	2,979,543	July 26, 2005
Whitewater	3,264,259	July 17, 2007
Sno Blocker	3,298,782	Sept 25, 2007
Silver Shield	3,357,395	Dec 18, 2007
S3 Stylized	3,649,404	July 7, 2009
S3 Scent Shield Science	3,649,451	July 7, 2009
S3	3,684,944	Sept 22, 2009

Trademark Applications Owned by ROP

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Hardkore Driven	85253162	February 28, 2011
Hardkore Driven	85253198	February 28, 2011
Hardkore Driven	85253194	February 28, 2011