

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

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|-------------------------------|-----------------|-----------------------|---|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| McKenzie Sports Products, LLC | | 03/30/2012 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |

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|-----------------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | NXT Capital, LLC, as Agent |
| Street Address: | 191 North Wacker Drive, Suite 1200 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

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|-----------------------------------|---------------|--------------------------|
| PROPERTY NUMBERS Total: 15 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 0929722 | VAN DYKE'S |
| Registration Number: | 3736077 | WALL HABITAT |
| Registration Number: | 2427692 | ORIGINAL CREATIONS |
| Registration Number: | 2413936 | ARTISTRY IN FIRE & GLASS |
| Registration Number: | 1661348 | BALMEX |
| Registration Number: | 1521551 | DAKOTA FLESHER |
| Registration Number: | 1391564 | VAN DYKE'S |
| Registration Number: | 1326518 | TRANS-LA-TEX |
| Registration Number: | 1267501 | CURATAN |
| Registration Number: | 1267482 | TANNIUM |
| Registration Number: | 1208408 | FLEXIFORM |
| Registration Number: | 1090914 | FULL-FLEX |
| Registration Number: | 0972542 | FLEX-A-MOVE |

CH \$390.00 0929722

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|----------------------|----------|--|
| Registration Number: | 2447628 | |
| Serial Number: | 85460596 | |

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

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|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 342663-22 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| Signature: | /Oscar Ruiz/ |
| Date: | 03/30/2012 |

Total Attachments: 5
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source=Trademark Security Agreement - McKenzie Sports Products, LLC#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 30th day of March, 2012, by McKenzie Sports Products, LLC, a North Carolina limited liability company ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 30, 2012, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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 Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, 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 (b) injury to the goodwill associated with any Trademark.

3. Termination. Upon (i) the termination of the Collateral Agreement, (ii) a sale, transfer or other disposition expressly permitted by the Credit Agreement or the Collateral Agreement, or (iii) the release of any Grantor expressly permitted by the Credit Agreement, promptly upon the request of Grantor, Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement, all without representation or warranty by Grantee and at Grantor's sole cost and expense.

[Signature Page Follows]

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

MCKENZIE SPORTS PRODUCTS, LLC

By: David Sachs
Name: David Sachs
Title: President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Jeffrey L. Jelm
Title: Managing Director

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

MCKENZIE SPORTS PRODUCTS, LLC

By: _____
Name: David Sachs
Title: President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Jeffrey J. Jelm
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 004749 FRAME: 0486

SCHEDULE 1

Trademark Registrations

| Trademark | Registration Number | Registration Date | Jurisdiction |
|--------------------------|---------------------|-------------------|--------------|
| Van Dyke's | 0929722 | 2/22/1972 | USPTO |
| Wall Habitat | 3736077 | 1/12/2010 | USPTO |
| Original Creations | 2427692 | 2/6/2001 | USPTO |
| Artistry In Fire & Glass | 2413936 | 12/19/2000 | USPTO |
| Balmex | 1661348 | 10/22/1991 | USPTO |
| Dakota Flesher | 1521551 | 1/24/1989 | USPTO |
| Van Dyke's | 1391564 | 4/29/1986 | USPTO |
| Trans-La-Tex | 1326518 | 3/26/1985 | USPTO |
| Curatan | 1267501 | 2/21/1984 | USPTO |
| Tannium | 1267482 | 2/21/1984 | USPTO |
| Flexiform | 1208408 | 9/14/1982 | USPTO |
| Full-Flex | 1090914 | 5/9/1978 | USPTO |
| Flex-A-Move | 0972542 | 11/6/1973 | USPTO |
| (Design Only) | 2447628 | 5/1/2001 | USPTO |

Trademark Applications

| Trademark | Application Number | Application Date | Jurisdiction |
|---------------|--------------------|------------------|--------------|
| (Design Only) | 85460596 | 10/31/2011 | USPTO |