



**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**REGISTERED TRADEMARKS**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
<u>85222655</u>	<u>4047010</u>	<u>DETOUR</u>
<u>85418904</u>		<u>NO SOX</u>
<u>85010470</u>	<u>3967653</u>	<u>STEPMASTER</u>
<u>85094286</u>	<u>3963666</u>	<u>GET A GYM-FREE WORKOUT. REALLY.</u>
<u>78796009</u>	<u>3440641</u>	<u>GLIDERS</u>
<u>78952496</u>	<u>3346298</u>	<u>OH...DEER!</u>
<u>78796023</u>	<u>3192855</u>	<u>DURAFLIGHT TECHNOLOGY</u>
<u>77945280</u>	<u>3905678</u>	<u>ROCKADELIC</u>
<u>77773673</u>	<u>3808380</u>	<u>DURACUSHION</u>
<u>77721425</u>	<u>3730865</u>	<u>S.U.P.R.O. SOCK SUPER UNDERFOOT PEDORTHIC RADICAL ORTHOTIC</u>
<u>77233907</u>	<u>3432475</u>	<u>OH...DEER!</u>
<u>77205372</u>	<u>3381128</u>	<u>KENTECH</u>
<u>77169477</u>	<u>3395638</u>	<u>SLIPPEROOZ</u>
<u>77150578</u>	<u>3387927</u>	<u>SEBASTIAN RAPHAEL</u>
<u>77128816</u>	<u>3656339</u>	<u>RED CARPET COLLECTION</u>
<u>77061011</u>	<u>3287743</u>	<u>DEER HEAD DESIGN</u>
<u>77061007</u>	<u>3252841</u>	<u>DEER STAGS</u>

<u>77061004</u>	<u>3252840</u>	<u>S.U.P.R.O.</u>
<u>77061000</u>	<u>3252839</u>	<u>SOFT STAGS</u>
<u>77054337</u>	<u>3252835</u>	<u>DEER STAGS</u>
<u>77010771</u>	<u>3352997</u>	<u>PLEX</u>
<u>73300283</u>	<u>1219203</u>	<u>GLEN</u>

**AMENDMENT TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT**

AMENDMENT TO TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Amendment"), dated May 16, 2012, by and between DEER STAGS CONCEPTS INC., formerly known as Deer Stags, Inc. ("Debtor"), and WELLS FARGO TRADE CAPITAL SERVICES, INC., formerly known as Century Business Credit Corporation ("Secured Party"). All capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as hereinafter defined).

**W I T N E S S E T H:**

WHEREAS, Debtor and Secured Party are parties to the (i) Trademark Collateral Security Agreement, dated January 20, 2003 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Trademark Security Agreement") and (ii) Trademark Assignment of Security, dated January 20, 2003, and recorded by the Assignment Division of the U.S. Patent and Trademark Office on July 17, 2008 at Reel/Frame 3817/0728 (the "PTO Assignment"), which such PTO Assignment recorded Secured Party's security interest in the Trademarks with the U.S. Patent and Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in certain present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and/or Trademark applications registered or filed with the U.S. Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Additional Trademarks; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

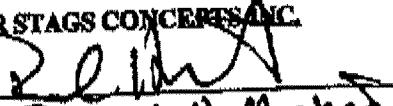
4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of the Trademark Security Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or electronic mail with the same force and effect as if it were a manually executed and delivered counterpart.

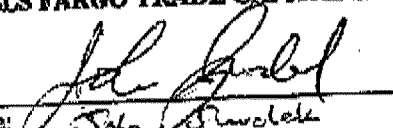
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEER STAGS CONCESSIONS, INC.

By:   
Name: Brian H. Muzka  
Title: Exec. VP.

WELLS FARGO TRADE CAPITAL SERVICES, INC.

By:   
Name: John Swoboda  
Title: SVP

[Amendment to Trademark Agreement]

EXHIBIT A  
TO  
AMENDMENT TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT  
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS

	Serial Number	Reg. Number	Word Mark
1	85222665	4047010	DETOUR
2	85418904		NO BOX
3	85010470	3967853	STEPMASTER
4	85094266	3963666	GET A GYM-FREE WORKOUT. REALLY.
5	78798009	3440641	GLIDERS
6	78952486	3346298	OH...DEER!
7	78798023	3182866	DURAFLIGHT TECHNOLOGY
8	77945260	3905678	ROCKADELIC
9	77773673	3808380	DURACUSHION
10	77721425	3730885	S.U.P.R.O. SOCK SUPER UNDERFOOT PEDORTHIC RADICAL ORTHOTIC
11	77233907	3432475	OH...DEER!
12	77205372	3381128	KENTECH
13	77169477	3385638	SLIPPEROOZ
14	77150578	3387927	SEBASTIAN RAPHAEL
15	77128818	3666339	RED CARPET COLLECTION
16	77081011	3287743	[DEER HEAD DESIGN]
17	77081007	3252841	DEER STAGS
18	77081004	3252840	S.U.P.R.O.
19	77061000	3252839	SOFT STAGS
20	77084337	3252836	DEER STAGS
21	77010771	3352997	PLEX

[Amendment to Trademark Agreement]

22	73300283	1218209	GLEN
----	----------	---------	------

[Amendment to Trademark Agreement]