

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
NEW BUFFALO CORPORATION		06/15/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC		
Street Address:	1740 Broadway, MAC 7300-210		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80274		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4137879	PRO-SERIES BY BUFFALO TOOLS	
Registration Number:	4137878	PRO-SERIES BY BUFFALO TOOLS	
Registration Number:	3948483	BLACK BULL	
Registration Number:	3975102	PRO X	
Registration Number:	3779695		
Registration Number:	3672495	SPORTSMAN	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$165.00 4137879

ATTORNEY DOCKET NUMBER:	2563.084
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/29/2012
<p>Total Attachments: 4</p> <p>source=New Buffalo Trademark Agreement#page1.tif</p> <p>source=New Buffalo Trademark Agreement#page2.tif</p> <p>source=New Buffalo Trademark Agreement#page3.tif</p> <p>source=New Buffalo Trademark Agreement#page4.tif</p>	

**AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 2 (this "Amendment") to that certain Trademark Security Agreement dated as of January 30, 1998 (the "Mortgage") made by New Buffalo Corporation, a Missouri corporation ("Borrower") in favor of Wells Fargo Capital Finance, LLC (f/k/a Wachovia Capital Finance Corporation (Central); "Lender") is made as of this 15th day of June, 2012.

WHEREAS, Borrower and Lender are parties to that certain Amended and Restated Loan and Security Agreement of even date herewith (which amended and restated that certain Loan and Security Agreement dated as of January 30, 1998), as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its Trademarks (each as defined in the Mortgage);

WHEREAS, the Mortgage was duly recorded with the United States Patent and Trademark Office on January 20, 1999, Reel 1845, Frame 0705;

WHEREAS, since the date of Borrower's execution of the Mortgage, Borrower has informed the Lender of interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 5 of the Mortgage, the parties agree to amend the Mortgage to confirm the inclusion of the New Trademarks;

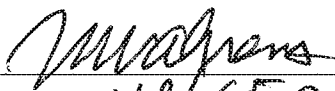
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Mortgage as follows:

1. Trademarks. Schedule A as referred to in the Mortgage shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks listed on Exhibit A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Mortgage shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

NEW BUFFALO CORPORATION

By 
Its VP/CEO

AGREED AND ACCEPTED
this ____ day of _____, 2012.

WELLS FARGO CAPITAL FINANCE, LLC

By _____
Its _____

IN WITNESS WHEREOF, Borrower and Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

NEW BUFFALO CORPORATION

By _____
Its _____

AGREED AND ACCEPTED
this 15th day of JUNE, 2012.

WELLS FARGO CAPITAL FINANCE, LLC

By [Signature]
Its AUTHORIZED SIGNATORY

**EXHIBIT A TO AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

TRADEMARK REGISTRATIONS

MARK	REGISTRATION OR APPLICATION NUMBER	DATE
Pro-Series by Buffalo Tools	4137879	5/8/12
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Black Bull	3948483	4/19/11
Pro X	3975102	6/7/11
[Design Only]	3779695	4/20/12
Sportsman	3672495	8/25/09
Buffalo Tools	2692549	03/04/03
Buffalo	2216160	01/05/99
Buffalo	1230814	03/15/83
Guardian Power	76-346728	12/10/01
Buffalo	2217129	01/12/99
Guardian Power	1848820	08/09/94
None (design only)	1668074	12/10/91
None (design only)	1663065	10/29/91
None (design only)	1675595	02/11/92
None (design only)	1663068	10/29/91
None (design only)	1669922	12/24/91
None (design only)	1668101	12/10/91
None (design only)	1668100	12/10/91
Buffalo	1644246	05/14/91
Buffalo	1654733	08/27/91
Guardian Products Manufacturers	1132979	04/15/80