

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 Moosejaw, LLC		07/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
	Moosejaw Loyalty, LLC		07/09/2012	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA				
Name:	PNC Bank, National Association, Individually and As Agent			
Street Address:	500 First Avenue			
Internal Address:	Commercial Loan Services Center, DCC			
City:	Pittsburgh			
State/Country:	PENNSYLVANIA			
Postal Code:	15219			
Entity Type:	national banking association: UNITED STATES			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
	Registration Number:	2955083	W	
	Registration Number:	3007438	MOOSEJAW	
	Registration Number:	1857055	MOOSEJAW MOUNTAINEERING AND BACKCOUNTRYTRAVEL	
	Registration Number:	1852733	MOOSEJAW	
	Registration Number:	3054559	MOOSEJAW	
	Registration Number:	3360882	THE JAW	
CORRESPONDENCE DATA				
Fax Number:	3132233598			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	313-223-3117			

OP \$165.00 2955083

Email: trademark@dickinsonwright.com
Correspondent Name: Fran-Marie Silveri
Address Line 1: 500 Woodard Avenue
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	37890-28
NAME OF SUBMITTER:	Fran-Marie Silveri
Signature:	/Fran-Marie Silveri/
Date:	07/10/2012

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Security Agreement*") dated as of July 9, 2012, is made by NEW MOOSEJAW, LLC, a Delaware limited liability company ("*Moosejaw*"), MOOSEJAW LOYALTY, LLC, a Michigan limited liability company ("*Loyalty*"), and together with Moosejaw, each a "*Debtor*" and collectively, the "*Debtors*", in favor of PNC BANK, NATIONAL ASSOCIATION in its capacity as agent for itself and the other lenders ("*Lenders*") from time to time party to the Credit Agreement (the "*Secured Party*").

RECITALS

A. Debtors and each other Person that becomes a Borrower (each a "*Loan Party*" and collectively, the "*Loan Parties*") have entered into a Revolving Credit and Security Agreement dated on or about the same date as this Security Agreement (as amended, modified, or restated from time to time, the "*Credit Agreement*") with the Secured Party and Lenders.

B. Under the terms of the Credit Agreement, Debtors are required to grant to the Secured Party a security interest in and to the Collateral hereinafter described.

AGREEMENT

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors (intending to be legally bound) agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined have the same meanings as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction, payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by the Loan Parties to Secured Party and Lenders, including, without limitation, all of the "*Obligations*", as defined in the Credit Agreement (collectively, the "*Obligations*"), the Debtors hereby grant, assign and transfer to the Secured Party a first priority perfected security interest and lien with power of sale in and to any and all of each Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "*Intellectual Property*"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "*Patent*" and, collectively, as the "*Patents*"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "*Trademark*" and, collectively, as the "*Trademarks*"; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Debtor and any other party, whether any Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and any Debtor's rights thereunder are referred to collectively as the "*Licenses*"; and

(iv) the goodwill of any Debtor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "*Copyrights*"; and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by any Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "*Trade Secrets*").

Notwithstanding anything to the contrary in this Security Agreement, nothing in this Security Agreement is intended to be, or may be construed to be, an assignment of any

application to register any trademark or service mark based on any intent to use filed by, or on behalf of, any Debtor.

3. Representations and Warranties. Debtors hereby represent and warrant to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof (subject to the disclosures in Schedule I of this Security Agreement):

(i) To the best of each Debtor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to any Debtor's business is valid and enforceable, and each Debtor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Debtors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by any Debtor not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Debtors have adopted, used and are currently using all of the Trademarks, and to the best of each Debtor's knowledge, each Debtor's use thereof does not infringe the intellectual property rights of any person or entity;

(v) No Debtor has any notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Each Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of each Debtor, and this Security Agreement is a legally valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) To the best of each Debtor's knowledge, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Secured Party, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To each Debtor's best knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses, and

(ix) To the best knowledge of each Debtor, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of any Debtor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Debtor agrees that until all Obligations are satisfied and indefeasibly paid in full (other than contingent indemnity obligations to the extent no claim giving rise thereto has been asserted), no Debtor may, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of a Debtor's business), and each Debtor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

5. New Intellectual Property. Each Debtor hereby represents and warrants to Secured Party that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets, unregistered copyrights, and goodwill) now owned by any Debtor and material to any Debtor's business. If, before all Obligations are satisfied in full (other than contingent indemnity obligations to the extent no claim giving rise thereto has been asserted), any Debtor (i) becomes aware of any existing Intellectual Property of which any Debtor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other Intellectual Property, or (iii) becomes entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Debtor must give to Secured Party prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtors' sole cost and expense). Upon Secured Party's reasonable request, each Debtor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the indefeasible payment and performance in full of all Obligations (other than contingent indemnity obligations to the extent no claim giving rise thereto has been asserted). Each Debtor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of any Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to any Debtor. Upon the occurrence and during the continuance of any Event of Default, each Debtor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States

Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of such Debtor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of such Debtor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of such Debtor's entire interest therein and in the goodwill of such Debtor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Each Debtor acknowledges and agrees that this Security Agreement is intended to facilitate the exercise of rights and remedies under the Credit Agreement. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

8. Secured Party's Right to Inspect; Trademark Quality Control. Secured Party shall have the right, at any time and from time to time during normal business hours and before payment in full of all Obligations (other than contingent indemnity obligations to the extent no claim giving rise thereto has been asserted), to inspect any Debtor's premises and to examine any Debtor's books, records and operations, including, without limitation, any Debtor's quality control processes. Each Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of any Debtor certifying, on behalf of such Debtor, such Debtor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, each Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Debtor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Secured Party agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations (other than contingent indemnity obligations to the extent no claim giving rise thereto has been asserted), this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtors, at Debtors' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Secured Party hereunder.

10. Expenses. All reasonable costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtors. All fees and reasonable costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Debtors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate (as set forth in the Credit Agreement).

11. Duties of Each Debtor. Each Debtor shall have the duty to the extent commercially reasonable and in each Debtor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of any Debtor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with any Debtor's obligations under this Section 11 shall be borne by Debtors. No Debtor may knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Secured Party except for Intellectual Property that such Debtor determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

12. Secured Party's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such enforcement and Debtors must promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Secured Party in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability only affects such clause or provision, or part thereof, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as each Debtor's true and lawful attorney-in-fact, with power to (i) endorse each Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Secured Party reasonably deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations (other than contingent indemnity obligations to the extent no claim giving rise thereto has been asserted) shall have been paid in full.

17. Indemnification. Each Debtor hereby agrees to and shall defend, indemnify, save, and hold Secured Party and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Secured Party because of its willful misconduct or gross negligence. The indemnification obligations of each Debtor provided hereby shall survive the termination of this Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party and Lenders, their successors, nominees and assigns; provided, however, no Debtor may assign this Security Agreement or any of such Debtor's obligations hereunder without the prior written consent of Secured Party.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Michigan, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Each Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Debtor acknowledges that a copy of this Security Agreement will be filed by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtors.

22. Survival of Representations. All representations and warranties of each Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Secured Party at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtors, each Debtor must take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Secured Party to collaterally assign any and all of each Debtor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Secured Party. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF MICHIGAN OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO SECURED PARTY, EACH DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH SECURED PARTY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING

TO THIS SECURITY AGREEMENT. EACH DEBTOR HEREBY EXPRESSLY
ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND
ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH
INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[Signature Page Follows]

DETROIT 37890-28 1248793v6

IN WITNESS WHEREOF, Debtors have duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

NEW MOOSEJAW, LLC,
a Delaware limited liability company

By: *K. Carson*
Ken Carson, Chief Financial Officer and
Treasurer

MOOSEJAW LOYALTY, LLC,
a Michigan limited liability company

By: *K. Carson*
Ken Carson, Chief Financial Officer and
Treasurer

Agreed and Accepted
as of _____, 2012

PNC BANK, NATIONAL ASSOCIATION

By: _____
Angus J. White, Senior Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004818 FRAME: 0128

IN WITNESS WHEREOF, Debtors have duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

NEW MOOSEJAW, LLC,
a Delaware limited liability company


By: _____
Ken Carson, Chief Financial Officer and
Treasurer

MOOSEJAW LOYALTY, LLC,
a Michigan limited liability company

By: _____
Ken Carson, Chief Financial Officer and
Treasurer

Agreed and Accepted
as of July 3, 2012

PNC BANK, NATIONAL ASSOCIATION

By: 
Angus J. White, Senior Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004818 FRAME: 0129

EXHIBITS TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBITS

EXHIBIT A

PATENTS

A. Issued Patents

None

B. Patent Applications

None

EXHIBIT A

EXHIBIT B
TRADEMARKS

Trademarks and Service Marks

Name	Jurisdiction	Reg. No	Reg. Date
LOVE THE MADNESS	CALIFORNIA	63331	04/11/2007
MOOSEJAW	CANADA	665960	06/13/2006
MOOSEJAW & Design	CHINA	Application filed	Application filed
MOOSEJAW	CHINA	Application filed	Application filed
LOVE THE MADNESS (RE-FILE)	ILLINOIS	103787	01/27/2012
MOOSEJAW & DESIGN	MICHIGAN	M06-443	04/19/2004
MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN	MICHIGAN	M78-081	10/26/1993
MOOSEJAW	MICHIGAN	M26-082	12/22/1993
LOVE THE MADNESS	MICHIGAN	M06-269	02/11/2004
CP 19 & DESIGN	MICHIGAN	M06-445	04/19/2004
DESIGN	MICHIGAN	M06-447	04/19/2004
LOVE THE MADNESS	NEW YORK	S19840	11/09/2006
MOOSEJAW	PAKISTAN	224330	05/10/2010
MOOSEJAW & Design	SOUTH KOREA	21919	01/02/2008
MOOSEJAW & Design	SOUTH KOREA	720257	08/09/2007
W DESIGN	UNITED STATES	2,955,083	05/24/2005
MOOSEJAW & Design	UNITED STATES	3,007,438	10/18/2005
MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN	UNITED STATES	1,857,055	10/04/1994
MOOSEJAW	UNITED STATES	1,852,733	09/06/1994
MOOSEJAW	UNITED STATES	3,054,559	01/31/2006
THE JAW	UNITED STATES	3,360,882	12/25/2007

EXHIBIT B

TRADEMARK
REEL: 004818 FRAME: 0132

EXHIBIT C

LICENSE AGREEMENTS

1. Membership and License Agreement, dated March 14, 2012, by and between RPX Corporation and Moosejaw.
2. Highjump Warehouse Advantage in the Cloud Software as a Service Agreement, dated April 14, 2011, by and between HighJump Software Inc. and Moosejaw.
3. Master Application Service Provider Agreement, dated December 31, 2006, by and between Moosejaw, as successor in interest to Moosejaw Mountaineering and Backcountry Travel, Inc. ("*Old Moosejaw*"), and Page Consulting Services, Inc., as amended by Amendment No. 1 to Master Application Service Provider Agreement, dated February 11, 2008, and as amended by Amendment No. 2 to Master Application Service Provider Agreement, dated January 8, 2009, and as amended by Amendment to Contract, dated January 25, 2012.
4. CrossView Point of Sale Licenses dated December 10, 2007 by and between CrossView, Inc. and Moosejaw, as successor in interest to Old Moosejaw.
5. WebSphere Commerce License dated June 2007 by and between IBM and Moosejaw, as successor in interest to Old Moosejaw.
6. Master Software License Support and Services Agreement License dated December 26, 2007 by and between Endeca Technologies, Inc. and Moosejaw, as successor in interest to Old Moosejaw.

EXHIBIT C

TRADEMARK
REEL: 004818 FRAME: 0133

EXHIBIT D

COPYRIGHTS

Copyright	Jurisdiction	Registration No.	Reg. Date
Moosejaw & Design*	Korea	C-2007-001320	8/22/2007

*This registration is still in the name of Moosejaw Moutaineering and Backcountry Travel, Inc. Documents have been signed assigning the registration to New Moosejaw LLC, however, the assignment documents are not yet recorded in Korea.

EXHIBIT D

SCHEDULE I

DISCLOSURES

In February 2012, New Moosejaw LLC, filed an opposition action with the Chinese Trademark Office against Application No. 201133784 for Moosejaw & Design filed in China in the name of Mr. Wu Ze Rong.

SCHEDULE I