

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
Ariat International, Inc.		07/10/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	1 Front Street
Internal Address:	21st Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1456617	AIR BABY
Registration Number:	1755466	ARIAT
Registration Number:	1937391	ARIAT
Registration Number:	1937392	ATS
Registration Number:	2487753	ARIAT
Registration Number:	2416738	
Registration Number:	3767858	
Registration Number:	3857311	DURACREPE
Registration Number:	3864955	TOUGHSTOCK
Registration Number:	3807645	U-TURN ENTRY SYSTEM
Registration Number:	3864967	ATS MAX
Registration Number:	3920164	ARIAT WORKHOG
Registration Number:	3769550	LOOP LOCK

CH \$715.00 1456617

Registration Number:	3009532	V3
Registration Number:	3060315	ARIAT
Registration Number:	3306500	
Registration Number:	3272873	
Registration Number:	3272874	
Registration Number:	3326319	THE INSIDE STORY
Registration Number:	3142195	ARE YOU ON THE LEVEL?
Registration Number:	3221806	WHAT'S UNDER YOUR SKIN?
Registration Number:	3321271	PROBABY
Registration Number:	3274678	ARIAT
Registration Number:	3433050	ARIAT
Registration Number:	3677926	METAL MOUNTS
Registration Number:	3617629	PRO CREPE
Registration Number:	3912316	DUALPRO
Registration Number:	4010279	FLEXPPO

**CORRESPONDENCE DATA**

Fax Number: 4152687522  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 415-268-6327  
Email: kanderson@mofo.com, mjw2@mofo.com, mmcdaniel@mofo.com  
Correspondent Name: Lynn M. Humphreys  
Address Line 1: Morrison & Foerster LLP  
Address Line 2: 425 Market Street  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	07933-538
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	07/10/2012

**Total Attachments: 8**

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**TRADEMARK**

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**SUPPLEMENTAL SECURITY AGREEMENT**  
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (this "Supplemental Trademark Agreement") is made and dated as of the 10th day of July, 2012, by and between ARIAT INTERNATIONAL, INC., a California corporation (the "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Lender").

**RECITALS**

A. Pursuant to that certain Credit Agreement dated as of even date herewith by and between the Borrower and the Lender (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement) the Lender agreed to extend credit to the Borrower on the terms and subject to the conditions set forth therein. As a condition to the effectiveness of the Credit Agreement, the Borrower and the Lender entered into the Security Agreement (the "Security Agreement"), pursuant to which the Borrower has granted to the Lender a security interest in certain assets of Borrower, including, without limitation, all now existing and hereafter acquired Intellectual Property Collateral.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the United States Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Confirmation of Grant of Security Interest. The Borrower hereby confirms the pledge, assignment and grant of a security interest and Lien set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of the Borrower's right, title and interest in and to the following (the "Trademark Collateral"):

(a) All of the Borrower's trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, certification makers, 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 (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the PTO or in any office or agency of the United States of America or any State thereof or any foreign country;

(b) All reissues, extensions or renewals of any of the items described in clause (a) above;

(c) All of the goodwill of the business of the Borrower connected with the use of, and symbolized by the items described in, clause (a) above; and

(d) All proceeds of, and rights of the Borrower associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything to the contrary in clauses (a), (b), (c) and (d) above, the security interest created by this Supplemental Trademark Agreement shall not extend to Excluded Property.

2. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. The provisions of Paragraph 21 of the Security Agreement are hereby incorporated by reference *mutatis mutandis* as if fully set forth herein.

3. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Credit Documents and the Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference. If any provision of this Supplemental Trademark Agreement conflicts with the terms of the Security Agreement, the applicable provisions of the Security Agreement shall govern.

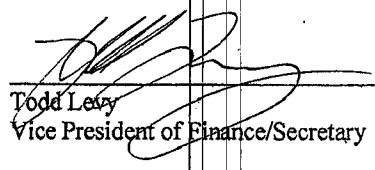
4. Governing Law. This Supplemental Trademark Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its choice of law rules except to the extent that the California Uniform Commercial Code would apply the law of another jurisdiction.

5. Counterparts. This Supplemental Trademark Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

[Signature Page Following]

EXECUTED as of the day and year first above written.

ARIAT INTERNATIONAL, INC.,  
a California corporation

By:   
Name: Todd Levy  
Title: Vice President of Finance/Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Julia Grinshpun, Assistant Vice President

[Acknowledgements Attached]

SIGNATURE PAGE TO SUPPLEMENTAL SECURITY AGREEMENT (TRADEMARKS)

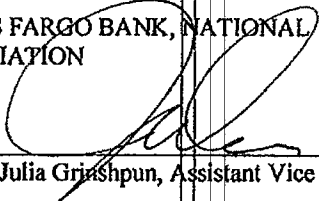
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EXECUTED as of the day and year first above written.

ARIAT INTERNATIONAL, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Todd Levy  
Title: Vice President of Finance/Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Julia Griashpun, Assistant Vice President

[Acknowledgements Attached]

SIGNATURE PAGE TO SUPPLEMENTAL SECURITY AGREEMENT (TRADEMARKS)

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State of California )  
County of Alameda )

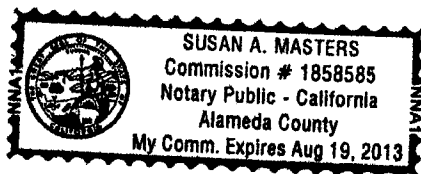
On July 9, 2012 before me, (here insert name and title of the officer), personally appeared

Todd Alan Heuy \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan A. Masters (Seal)






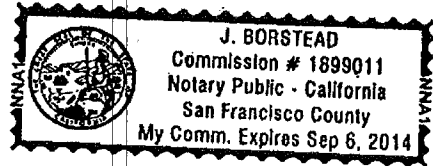
State of California        )  
County of San Francisco )

On July before me, J Borstead, Notary Public, personally appeared Julia Grinshpun, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature  (Seal)



**SCHEDULE 1  
TO SUPPLEMENTAL SECURITY AGREEMENT  
(TRADEMARKS)  
(As of July 10, 2012)**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
AIR BABY	08-Sep-1987	1456617
ARIAT	02-Mar-1993	1755466
ARIAT	21-Nov-1995	1937391
ATS	21-Nov-1995	1937392
ARIAT	11-Sep-2001	2487753
Design Only 	02-Jan-2001	2416738
Design Only 	30-Mar-2010	3767858
DURACREPE	05-Oct-2010	3857311
TOUGHSTOCK	19-Oct-2010	3864955
U-TURN ENTRY SYSTEM	22-Jun-2010	3807645
ATS MAX	19-Oct-2010	3864967
ARIAT WORKHOG	15-Feb-2011	3920164
LOOP LOCK	30-Mar-2010	3769550
V3	25-Oct-2005	3009532
ARIAT	21-Feb-2006	3060315
Design Only	09-Oct-2007	3306500
Design Only	31-Jul-2007	3272873

		
Design Only 	31-Jul-2007	3272874
THE INSIDE STORY	30-Oct-2007	3326319
ARE YOU ON THE LEVEL?	12-Sep-2006	3142195
WHAT'S UNDER YOUR SKIN?	27-Mar-2007	3221806
PROBABY	23-Oct-2007	3321271
ARIAT (Stylized Letters)	07-Aug-2007	3274678
ARIAT (Stylized Letters)	20-May-2008	3433050
METAL MOUNTS	01-Sep-2009	3677926
PRO CREPE	05-May-2009	3617629
DUALPRO	25-Jan-2011	3912316
FLEXPRO	09-Aug-2011	4010279

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RECORDED: 07/10/2012

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