

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pelican Products, Inc.		07/11/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	2464555	BIG ED
Registration Number:	2374688	BLACK KNIGHT
Registration Number:	2728001	DEFY THE ELEMENTS
Registration Number:	2608696	
Registration Number:	3238305	DOUBLE DUTY
Registration Number:	2245585	
Registration Number:	3214095	EASY RACK
Registration Number:	3075075	
Registration Number:	2079013	H
Registration Number:	3249658	HARDBACK
Registration Number:	2083614	HARDIGG
Registration Number:	4082307	HARDIGG
Registration Number:	3599037	HARDIGG BLACK BOX
Registration Number:	2693139	HARDIGG CASES

CH \$1665.00 2464555

Registration Number:	3283692	HARDIGG TL500I
Registration Number:	2173711	HEADSUP LITE
Registration Number:	2748356	HPX
Registration Number:	3530509	KINGLITE
Registration Number:	3087520	L1
Registration Number:	2007904	LASERPRO
Registration Number:	2974280	LITTLE ED
Registration Number:	3551876	LOCK 'N LOAD
Registration Number:	3771992	MAC RACK
Registration Number:	1911248	MITYLITE
Registration Number:	3408095	MOBILE ARMORY
Registration Number:	3671130	MOBILE IT
Registration Number:	3086338	MOBILE MASTER
Registration Number:	3671129	MOBILE MEDICAL
Registration Number:	3589315	MOBILE OFFICE
Registration Number:	2646538	NEMO
Registration Number:	3039521	
Registration Number:	2240096	PELICAN
Registration Number:	1073913	PELICAN
Registration Number:	2227063	PELICAN
Registration Number:	3756372	PELICAN
Registration Number:	3056945	
Registration Number:	3906816	PELICAN YOU BREAK IT, WE REPLACE IT... FOREVER
Registration Number:	3990155	PELICAN-HARDIGG
Registration Number:	1278854	PELILITE
Registration Number:	2686435	PICK N PLUCK
Registration Number:	2968664	RECOIL
Registration Number:	2922224	RECOIL LED TECHNOLOGY
Registration Number:	1288867	SABRELITE
Registration Number:	1140798	SKID-MATE
Registration Number:	1401180	SKID-MATE+PLUS
Registration Number:	2246875	STEALTHLITE
Registration Number:	2670087	STORM CASE
Registration Number:	2751218	STORM CASE
Registration Number:	4082408	STORM CASE

	4082407	
Registration Number:	3055053	
Registration Number:	3485639	SUPERMAC
Registration Number:	3555431	TACTICOOL
Registration Number:	3332248	TANK MATE
Registration Number:	3140125	TEST THE LIMITS
Registration Number:	3166968	THE ULTIMATE PROTECTIVE SYSTEM
Registration Number:	2197909	VERSABRITE
Registration Number:	3747241	VERSAFILL
Registration Number:	2952209	VORTEX
Registration Number:	2579500	DIAMOND TACK TRUNK
Registration Number:	3017462	BIG D
Registration Number:	3079088	
Serial Number:	85125359	ADVANCED CASE SOLUTIONS PELICAN-HARDIGG AUTHENTIC
Serial Number:	85598963	PELICAN BIOPHARMA
Serial Number:	85604062	PELICAN PROGEAR
Serial Number:	85143510	PELICAN-HARDIGG ADVANCED CASE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2353
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	07/27/2012

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (this "Agreement"), dated as of July 11, 2012, is by and among Pelican Products, Inc., a Delaware corporation located at 23215 Early Avenue, Torrance, California 90505 ("Pelican" or the "Grantor") and Credit Suisse AG, Cayman Islands Branch, a bank organized under the laws of Switzerland located at One Madison Avenue, New York, New York 10010, as collateral agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as defined below), as applicable.

RECITALS:

WHEREAS, Pelican is entering into a Credit Agreement (Second Lien), dated as of June 15, 2012 (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among Pelican, as Borrower, the Lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as Collateral Agent, and certain other parties party thereto.

WHEREAS, the Grantor is also entering into a Guarantee and Collateral Agreement (Second Lien), dated as of July 11, 2012 (as it may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), by and among the Grantor, certain subsidiaries of Pelican and the Collateral Agent. Pursuant to the Security Agreement, the Grantor assigned and pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the Collateral, including the Trademark Collateral (as defined below), in each case now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

ACCORDINGLY, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Grant of Security Interest in Trademarks

As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all Trademarks and Trademark Licenses to which it is a party, including, without limitation, those set forth on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill associated with or symbolized by any of the foregoing; and

(d) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, including without limitation, any claim by the Grantor against any third party for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided that the Trademark Collateral shall not include, and the Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of the Grantor's right, title of interest in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration.

Section 2. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Term

The term of this Agreement shall be conterminous with the Security Agreement.

Section 4. CHOICE OF LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts

This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 6. Intercreditor


Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent in its capacity as collateral agent for the Lenders party to the Credit Agreement are subject to the provisions of the Intercreditor Agreement, dated as of July 11, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between

Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent and Control Agent, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Collateral Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, each Grantor has caused this TRADEMARK SECURITY AGREEMENT (SECOND LIEN) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Pelican Products, Inc.

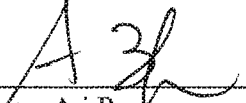
By: 
Name: Donald E. Jordan
Title: Chief Financial Officer

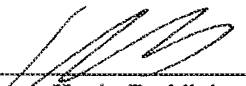
[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Ari Brujer
Title: Vice President



By: 
Name: Kevin Buddhew
Title: Associate

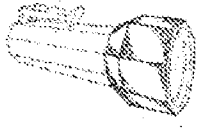



[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)







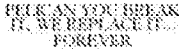
Trademarks and Applications

Trademarks (Registered)




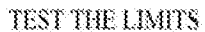
Mark	Trademark Image	Reg. No.	Reg. Date	Owner
BIG ED		2464555	6/26/2001	Pelican Products, Inc.
BLACK KNIGHT		2374688	8/8/2000	Pelican Products, Inc.
DEFY THE ELEMENTS		2728001	6/17/2003	Pelican Products, Inc.
DESIGN (CASE 1600)		2608696	8/20/2002	Pelican Products, Inc.
DOUBLE DUTY		3238305	5/1/2007	Pelican Products, Inc.
DUAL FLYING BLACK AND WHITE PELICANS WITH CIRCLE (v.1)		2245585	5/18/1999	Pelican Products, Inc.
EASY RACK		3214095	2/27/2007	Pelican Products, Inc.


Mark	Trademark Image	Reg. No.	Reg. Date	Owner
FACETED FLASHLIGHT DESIGN		3075075	4/4/2006	Pelican Products, Inc.
H		2079013	7/15/1997	Pelican Products, Inc.
HARDBACK		3249658	6/5/2007	Pelican Products, Inc.
HARDIGG		2083614	7/29/1997	Pelican Products, Inc.
HARDIGG		4082307	1/10/2012	Pelican Products, Inc.
HARDIGG BLACK BOX		3599037	3/31/2009	Pelican Products, Inc.
HARDIGG CASES		2693139	3/4/2003	Pelican Products, Inc.
HARDIGG TL500i		3283692	8/21/2007	Pelican Products, Inc.
HEADSUP LITE		2173711	7/14/1998	Pelican Products, Inc.
HPX		2748356	8/5/2003	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
KINGLITE	KINGLITE	3530509	11/11/2008	Pelican Products, Inc.
L1	L1	3087520	5/2/2006	Pelican Products, Inc.
LASERPRO		2007904	10/15/1996	Pelican Products, Inc.
LITTLE ED	LITTLE ED	2974280	7/19/2005	Pelican Products, Inc.
LOCK 'N LOAD		3551876	12/23/2008	Pelican Products, Inc.
MAC RACK		3771992	4/6/2010	Pelican Products, Inc.
MITYLITE		1911248	8/15/1995	Pelican Products, Inc.
MOBILE ARMORY		3408095	4/8/2008	Pelican Products, Inc.
MOBILE IT		3671130	8/18/2009	Pelican Products, Inc.
MOBILE MASTER		3086338	4/25/2006	Pelican Products, Inc.


Mark	Trademark Image	Reg. No.	Reg. Date	Owner
MOBILE MEDICAL		3671129	8/18/2009	Pelican Products, Inc.
MOBILE OFFICE		3589315	3/10/2009	Pelican Products, Inc.
NEMO		2646538	11/5/2002	Pelican Products, Inc.
PELI Logo		3039521	1/10/2006	Pelican Products, Inc.
PELICAN		2240096	4/20/1999	Pelican Products, Inc.
PELICAN		1073913	9/27/1977	Pelican Products, Inc.
PELICAN		2227063	3/2/1999	Pelican Products, Inc.
PELICAN		3756372	3/9/2010	Pelican Products, Inc.
PELICAN LOGO (v.2)		3056945	2/7/2006	Pelican Products, Inc.
PELICAN YOU BREAK IT, WE REPLACE IT...FOREVE R		3906816	1/18/2011	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
PELICAN-HARDIGG		3990155	7/5/2011	Pelican Products, Inc.
PELILITE		1278854	5/22/1984	Pelican Products, Inc.
PICK N PLUCK		2686435	2/11/2003	Pelican Products, Inc.
RECOIL	RECOIL	2968664	7/12/2005	Pelican Products, Inc.
RECOIL LED TECHNOLOGY	RECOIL LED TECHNOLOGY	2922224	2/1/2005	Pelican Products, Inc.
SABRELITE	SabreLite	1288867	8/7/1984	Pelican Products, Inc.
SKID-MATE		1140798	10/28/1980	Pelican Products, Inc.
SKID-MATE+PLUS		1401180	7/15/1986	Pelican Products, Inc.
STEALTHLITE		2246875	5/25/1999	Pelican Products, Inc.
STORM CASE		2670087	12/31/2002	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
STORM CASE		2751218	8/12/2003	Pelican Products, Inc.
STORM CASE		4082408	1/10/2012	Pelican Products, Inc.
STORM CASE LOGO		4082407	1/10/2012	Pelican Products, Inc.
STORM LOGO DESIGN		3055053	1/31/2006	Pelican Products, Inc.
SUPERMAC		3485639	8/12/2008	Pelican Products, Inc.
TACTICOOOL		3555431	12/30/2008	Pelican Products, Inc.
TANK MATE		3332248	11/6/2007	Pelican Products, Inc.
TEST THE LIMITS		3140125	9/5/2006	Pelican Products, Inc.
THE ULTIMATE PROTECTIVE SYSTEM		3166968	10/31/2006	Pelican Products, Inc.
VERSABRITE		2197909	10/20/1998	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
VERSAFILL		3747241	2/9/2010	Pelican Products, Inc.
VORTEX		2952209	5/17/2005	Pelican Products, Inc.
DIAMOND TACK TRUNK		2579500	6/11/2002	Pelican Products, Inc.
BIG D		3017462	11/22/2005	Pelican Products, Inc.
PELICAN BIRD & Design		3079088	4/11/2006	Pelican Products, Inc.

Trademarks (Pending)

Mark	Trademark Image	Appl. No.	Appl. Date	Owner
ADVANCED CASE SOLUTIONS PELICAN-HARDIGG AUTHENTIC & DESIGN		85/125359	9/8/2010	Pelican Products, Inc.
PELICAN BIOPHARMA		85/598963	4/16/2012	Pelican Products, Inc.
PELICAN PROGEAR		85/604062	4/20/2012	Pelican Products, Inc.

Mark	Trademark Image	Appl. No.	Appl. Date	Owner
PELICAN- HARDIGG ADVANCED CASE SOLUTIONS		85/143510	10/1/2010	Pelican Products, Inc.