

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
Massif Mountain Gear Company L.L.C.		10/05/2012	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, N.A.
Street Address:	One Wells Fargo Center TW15
Internal Address:	301 South College Street, NC 5562
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	85581529	MASSIF
Serial Number:	85581531	MASSIF
Serial Number:	85361012	MASSIF
Serial Number:	85360948	MASSIF
Serial Number:	85521568	MASSIF
Serial Number:	85581534	MASSIF
Serial Number:	85581535	MASSIF
Serial Number:	85368077	MASSIF
Serial Number:	85368084	MASSIF
Serial Number:	85521555	MASSIF
Registration Number:	3381129	MASSIF
Registration Number:	3421779	MASSIF
Registration Number:	3977854	MASSIF

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Registration Number:	3989272	MASSIF
Registration Number:	3989273	MASSIF
Registration Number:	4099123	FLAMESTRETCH
Registration Number:	4099124	HOTJOHNS
Registration Number:	3570732	HALO

**CORRESPONDENCE DATA**

Fax Number: 7043533692  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 7043315792  
Email: cindy.owens@kigates.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 North Tryon Street  
Address Line 2: Hearst Tower, 47th Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2817366.00699
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	10/09/2012

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of October 5, 2012 by and between MASSIF MOUNTAIN GEAR COMPANY, L.L.C., an Oregon limited liability company (the "Grantor"), having its chief executive office at 5968 Commerce Boulevard, Morristown, Tennessee 37814-1051, and WELLS FARGO BANK, N.A., successor by merger to Wachovia Bank, National Association (the "Bank"), with offices at One Wells Fargo Center, TW15, 301 South College Street, NC 5562, Charlotte, NC 28288, for the benefit of the Bank to secure the Obligations (as defined in the Loan and Security Agreement) of Tactical Holdings Operations, Inc. ("Tactical"), Wellco Enterprises, Inc. ("Wellco"), Ro-Search, Incorporated ("Ro-Search"), Mo-Ka Shoe Corporation ("Mo-Ka Shoe"), Altama Delta Corporation ("Altama"), Altama Delta (Puerto Rico) Corporation ("Altama PR"), Massif Holdings LLC ("Massif Holdings") and Grantor (Grantor, collectively with Tactical, Wellco, Ro-Search, Mo-Ka Shoe, Altama, Altama PR and Massif Holdings, the "Borrowers") under that certain Loan and Security Agreement, dated as of April 2, 2010, by and among the Bank and the Borrowers (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") and the other Loan Documents. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan and Security Agreement.

This Agreement is executed pursuant to the terms of that certain Fifth Modification and Waiver to Loan and Security Agreement, dated as of the date hereof, by and among the Bank and the Borrowers.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

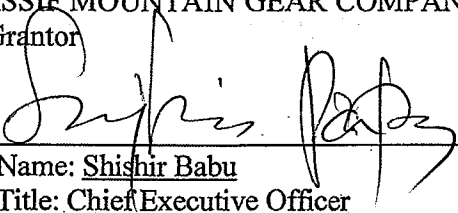
- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or (b) injury to the goodwill associated with any Trademark or Trademark registration; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first written above.

MASSIF MOUNTAIN GEAR COMPANY, L.L.C.,  
as Grantor

By:  (SEAL)

Name: Shishir Babu  
Title: Chief Executive Officer

[Signature Pages Continue]

[Trademark Security Agreement – Massif]

TRADEMARK  
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Agreed and Accepted as of the  
date first written above.

**WELLS FARGO BANK, N.A.,**

By:  (SEAL)

Name: David Maynard

Title: Senior Vice President

[Trademark Security Agreement – Massif]

**TRADEMARK**  
**REEL: 004877 FRAME: 0174**

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>
Massif	3,381,129	2/12/08
Massif	3,421,779	5/6/08
Massif	3,977,854	6/14/11
Massif Stacked Logo	3989272	7/5/11
Massif Stacked Logo	3989273	7/5/11
Flamestretch	4,099,123	2/14/12
Hot Johns	4,099,124	2/14/12
Halo	3,570,732	2/3/09

TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>
Massif	85/581,529	3/27/12
Massif	85/581,531	3/27/12
Massif	85/361,012	6/30/11
Massif	85/361,012	6/30/11
Massif	85/360,948	6/30/11
Massif	85/521,568	1/20/12
Massif Stacked Logo	85/581,534	3/27/12
Massif Stacked Logo	85/581,535	3/27/12
Massif Stacked Logo	85/368,077	7/11/11
Massif Stacked Logo	85/368,084	7/11/11

Massif Stacked Logo

85/521,555

1/20/12

[Trademark Security Agreement – Massif]

**RECORDED: 10/09/2012**

**TRADEMARK  
REEL: 004877 FRAME: 0176**