

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
Wellco Enterprises, Inc.		10/05/2012	CORPORATION:

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: 11

Property Type	Number	Word Mark
Serial Number:	85367618	WELLDRI
Serial Number:	85367631	WELLDRI
Serial Number:	85620698	THERE // AND // BACK
Serial Number:	85587700	ALWAYS A STEP AHEAD
Serial Number:	85615985	W
Registration Number:	3073346	WELLCO ALWAYS A STEP AHEAD
Registration Number:	3073345	WELLCO
Registration Number:	3445980	W WELLCO
Registration Number:	3573108	W
Registration Number:	2813180	TUFFKUSHION
Registration Number:	2810762	V-TRAX

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: 7043317400
Email: cindy.owens@klgates.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: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of October 5, 2012 by and between WELLCO ENTERPRISES, INC., a North Carolina corporation (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"), Grantor, 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 Massif Mountain Gear Company, L.L.C. ("Massif", collectively with Tactical, Grantor, 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.

WELCO ENTERPRISES, INC., as Grantor

By:  (SEAL)

Name: Shishir Babu

Title: Chief Executive Officer


[Signature Pages Continue]

[Trademark Security Agreement – Wellco]

TRADEMARK
REEL: 004877 FRAME: 0185

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 – Wellco]

TRADEMARK
REEL: 004877 FRAME: 0186

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>
Wellco Always a Step Ahead Plus Design	3,073,346	03/28/2006
Wellco	3,073,345	03/28/2006
Wellco Plus Stylized "W" and Triangle Design	3,445,980	06/10/2008
Stylized "W" and Triangle Design	3,573,108	02/10/2009
TUFFKUSHION	2,813,180	02/10/2004
V-TRAX	2,810,762	02/03/2004

TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>
Welldri	85/367,618	07/11/2011
Welldri	85/367,631	07/11/2011
There // and // Back	85/620,698	05/09/2012
Always a Step Ahead	85/587,700	04/03/2012
Design Mark	85/615,985	05/03/2012