

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.		11/19/2012	LIMITED LIABILITY COMPANY: OREGON

RECEIVING PARTY DATA

Name:	GGC TACTICAL DEBT HOLDINGS, LLC
Street Address:	One Embarcadero Center
Internal Address:	39th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3381129	MASSIF
Registration Number:	3421779	MASSIF
Registration Number:	3977854	MASSIF
Registration Number:	3989272	MASSIF
Registration Number:	3989273	MASSIF
Registration Number:	4099123	FLAMESTRETCH
Registration Number:	4099124	HOTJOHNS
Registration Number:	3570732	HALO
Serial Number:	85581529	MASSIF
Serial Number:	85581531	MASSIF
Serial Number:	85361012	MASSIF
Serial Number:	85360948	MASSIF
Serial Number:	85521568	MASSIF

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Serial Number:	85581534	MASSIF
Serial Number:	85581535	MASSIF
Serial Number:	85368077	MASSIF
Serial Number:	85368084	MASSIF
Serial Number:	85521555	MASSIF

CORRESPONDENCE DATA

Fax Number: 2124464900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	10451-1
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	11/24/2012

Total Attachments: 6

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THE SECURITY INTERESTS GRANTED HEREIN ARE JUNIOR TO THE SECURITY INTERESTS GRANTED TO WELLS FARGO BANK, N.A. ("WELLS FARGO") PURSUANT TO THAT CERTAIN TRADEMARK SECURITY AGREEMENT DATED OCTOBER 5, 2012 MADE BY MASSIF MOUNTAIN GEAR COMPANY, L.L.C. FOR THE BENEFIT OF WELLS FARGO, TO THE EXTENT AND IN THE MANNER SET FORTH IN THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 19, 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 GGC TACTICAL DEBT HOLDINGS, LLC, a Delaware limited liability company (the "Sponsor Lender"), with offices at One Embarcadero Center, 39th Floor, San Francisco, California 94111, for the benefit of the Sponsor Lender to secure the Obligations (as defined in the Sponsor Note) 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 12% Secured Promissory Note, dated as of October 5, 2012, issued by the Borrowers in the original principal amount of Seven Million Dollars (\$7,000,000.00) in favor of the Sponsor Lender or its permitted assigns (as amended, restated, supplemented or otherwise modified from time to time, the "Sponsor Note"), and the other Loan Documents. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Sponsor Note.

This Agreement is executed pursuant to the terms of that certain Sponsor Note.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Sponsor Lender, 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.

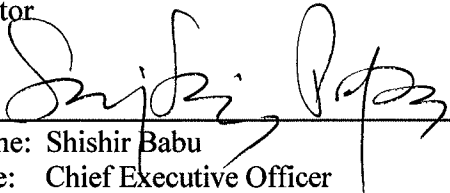
The rights and remedies of the Sponsor Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Sponsor Note,

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 Sponsor Note, the provisions of the Sponsor Note shall govern.

[SIGNATURE PAGES FOLLOW]

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

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

By: 
Name: Shishir Babu
Title: Chief Executive Officer

[Signature Pages Continue]

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

[Trademark Security Agreement – Massif]

Massif Stacked Logo

85/521,555

1/20/12

[Trademark Security Agreement – Massif]

RECORDED: 11/24/2012

**TRADEMARK
REEL: 004905 FRAME: 0816**