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
Jetboil, Inc.		11/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4075027	CRUNCHIT
Registration Number:	3109989	FLUXRING
Registration Number:	2957651	JETBOIL
Registration Number:	4131878	JETBOIL FLASH
Registration Number:	3522299	JETBOIL HELIOS
Registration Number:	4115786	JETBOIL SUMO
Registration Number:	4081015	JETBOIL THERMO-REGULATE
Serial Number:	85494714	JETBROIL
Serial Number:	85655056	JETPOWER
Registration Number:	4064490	SOL
Registration Number:	3967807	ZIP

OP $290.00 4075027

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone:	215-569-5619
Email:	Pecsenye@blankrome.com
Correspondent Name:	Timothy D. Pecsenye
Address Line 1:	One Logan Square
Address Line 2:	8th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01287
NAME OF SUBMITTER:	Timothy D. Pecsenye
Signature:	/Timothy D. Pecsenye/
Date:	01/31/2013

Total Attachments: 14
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 14th day of November, 2012 by **JETBOIL, INC.**, a Delaware corporation ("Joining Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent and collateral agent ("Agent") for the Lenders (as defined below), and agreed to and acknowledged by **JOHNSON OUTDOORS INC.**, a Wisconsin corporation ("JOI"), **JOHNSON OUTDOORS WATERCRAFT INC.**, a Delaware corporation ("Watercraft"), **JOHNSON OUTDOORS GEAR LLC**, a Delaware limited liability company ("Gear"), **JOHNSON OUTDOORS DIVING LLC**, a Delaware limited liability company ("Diving"), **UNDER SEA INDUSTRIES, INC.**, a Delaware corporation ("Under Sea"), **JOHNSON OUTDOORS MARINE ELECTRONICS, INC.**, an Alabama corporation (f/k/a Techsonic Industries, Inc., as successor by merger to Johnson Outdoors Marine Electronics LLC) ("Marine", and collectively with JOI, Watercraft, Gear, Diving, Under Sea, and Joining Grantor, the "Grantors").

WITNESSETH

WHEREAS, Existing Grantors have entered into that certain Revolving Credit and Security Agreement with Agent, as administrative agent and collateral agent for Lenders and as a Lender, and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") dated as of September 29, 2009 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to such Existing Grantors by Lenders;

WHEREAS, each Existing Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Existing Grantor including all right, title and interest of such Existing Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Existing Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Existing Grantor under the Loan Agreement;

WHEREAS, on the date hereof, Existing Grantors are acquiring Joining Grantor through a merger transaction, and Joining Grantor has joined as a borrower to the Loan Agreement and the Other Documents. In connection therewith, Joining Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Joining Grantor including all right, title and interest of Joining Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Joining Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Joining Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms

TRADEMARK
REEL: 004953 FRAME: 0670

used herein but not otherwise defined shall have the same meanings assigned to such terms in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Joining Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Joining Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each registered trademark and trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, divisions, continuations, continuations-in-part or extensions of the Patents and all rights therein provided by international conventions and treaties, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Joining Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Joining Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all Trademarks and Patents owned or registered to Joining Grantor as of the date of this Agreement.

[signatures to appear on following page]

IN WITNESS WHEREOF, Joining Grantor has duly executed this Agreement as of the date first written above.

JOINING GRANTOR:

JETBOIL, INC.

By: _____
Lori Strangberg, President and Treasurer

TRADEMARK
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Agreed and Accepted
As of the Date First Written Above

EXISTING GRANTORS:

JOHNSON OUTDOORS INC.

By: _____
Donald P. Sesterhenn, Assistant Treasurer

JOHNSON OUTDOORS WATERCRAFT INC.

By: _____
Donald P. Sesterhenn, Treasurer

JOHNSON OUTDOORS GEAR LLC

By: _____
Donald P. Sesterhenn, Secretary and Treasurer

JOHNSON OUTDOORS DIVING LLC

By: _____
Donald P. Sesterhenn, Secretary

UNDER SEA INDUSTRIES, INC.

By: _____
Donald P. Sesterhenn, President

JOHNSON OUTDOORS MARINE ELECTRONICS, INC.

By: _____
Donald P. Sesterhenn, Secretary

TRADEMARK
REEL: 004953 FRAME: 0673

SCHEDULE 1

Intellectual Property

(c)

Patent		Status
Utility Patent	US 10/603,947	Under appeal and licensed
Utility Patent	Denmark#: 1521540	Granted and licensed, opposed
Utility Patent	Estonia#: 1521540	Granted and licensed, opposed
Utility Patent	Sweden#: 1521540	Granted and licensed, opposed
Utility Patent	France#: 1521540	Granted and licensed, opposed
Utility Patent	Germany#: 1521540	Granted and licensed, opposed
Utility Patent	United Kingdom#: 1521540	Granted and licensed, opposed
Utility Patent	European Patent Convention#: 1521540	Opposed
Utility Patent	Japan#: 4295724	Granted
Design Patent	US D523, 281 S	Granted
Design Patent	US D522, 797 S	Granted
Design Patent	US D523, 684 S	Granted
Design Patent	US D612, 191	Granted
Utility Patent	Japan 2011-545419	Published
Utility Patent	United Kingdom 1112652.1	Published
Utility Patent	US12/867,164	Published
Utility Patent	US 12/840,836	Published
Utility Patent	Japan#: 5065308	Granted

Please see attached for a listing of Trademarks.

Domain Name: www.jetboil.com

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
CrunchIt	1323T031-255916 European Community	Registered 8	1,063,880 09-Nov-2010	1,063,880 09-Nov-2010
CrunchIt	1323T031 Int'l Registration - Madrid Protocol Only	Registered 8	1,063,880 09-Nov-2010	1,063,880 09-Nov-2010
CrunchIt	1323T031-255917 Japan	Registered 8	1,063,880 09-Nov-2010	1,063,880 09-Nov-2010
CrunchIt	1323T031-255915 United States of America	Registered 8	85/134,826 21-Sep-2010	4,075,027 20-Dec-2011
FLUXRING	1323T008-255878 Canada	Registered -	1,496,853 22-Sep-2010	TMA807,928 29-Sep-2011
FLUXRING	262661 China (People's Republic)	Pending	A0021350 14-Sep-2012	
FLUXRING	1323T008-255879 European Community	Registered 11	1053675 22-Sep-2010	1,053,675 22-Sep-2010
FLUXRING	1323T008-255880 India	Registered 11	1,651,681 08-Feb-2008	1,651,681 23-Dec-2010
FLUXRING	1323T008 Int'l Registration - Madrid Protocol Only	Registered 11	 22-Sep-2010	1,053,675 04-Nov-2010
FLUXRING	1323T008-255877 United States of America	Registered 11	78/290,185 21-Aug-2003	3,109,989 27-Jun-2006
HELIOS	1323T017 United States of America	Searched		
JETBOIL	1323T007 Australia	Registered 11	1053328 02-May-2005	1053328 12-Dec-2005
JETBOIL	1323T007 Canada	Registered -	1377732 02-Jan-2008	746,601 01-Sep-2009
JETBOIL	1323T007-255870 China (People's Republic)	Registered 11	5447473 28-Jun-2006	5,447,473 07-Sep-2009
JETBOIL	1323T007 European Community	Registered 4,11,21	004167482 09-Dec-2004	4,167,482 20-Jan-2006

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
JETBOIL	1323T007-255872 India	Registered 11	1,651,680 08-Feb-2008	1,651,680 23-Dec-2010
JETBOIL	1323T007-255874 Korea, Republic of	Registered 11	40-2010-0049762 27-Sep-2010	40-0900944 26-Jan-2012
JETBOIL	1323T007 New Zealand	Registered 11	728889 29-Apr-2005	728889 03-Nov-2005
JETBOIL	1323T007 Taiwan	Registered 11	95035451 10-Jul-2006	1,262,753 16-May-2007
JETBOIL	1323T007 United States of America	Registered 11	76/528,620 09-Jul-2003	2,957,651 31-May-2005
JETBOIL & JETBOIL in Japanese Characters	1323T007-255873 Japan	Registered 11	2004-107698 25-Nov-2004	4,888,898 19-Aug-2005
JETBOIL FLASH	262964 China (People's Republic)	Pending	A0031798 14-Sep-2012	
JETBOIL FLASH	253932 United States of America	Registered 11	85/407,537 25-Aug-2011	4,131,878 24-Apr-2012
JETBOIL HELIOS	1323T021 United States of America	Registered 11	77/362,682 02-Jan-2008	3,522,299 21-Oct-2008
JETBOIL SUMO	262966 China (People's Republic)	Pending	A0022029 14-Sep-2012	
JETBOIL SUMO	1323T030-255912 European Community	Registered 11	1058549 09-Nov-2010	1,058,549 18-Oct-2011
JETBOIL SUMO	1323T030 Int'l Registration - Madrid Protocol Only	Registered 11	09-Nov-2010	1,058,549 09-Nov-2010
JETBOIL SUMO	1323T030-255913 Japan	Registered 11	1,058,549 09-Nov-2010	1,058,549 09-Nov-2010
JETBOIL SUMO	1323T030-255911 United States of America	Registered 11	85/134,810 21-Sep-2010	4,115,786 20-Mar-2012
JETBOIL THERMO-REGULATE	1323T032-255920 European Community	Registered 11	1058475 09-Nov-2010	1,058,475 09-Nov-2010

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
JETBOIL THERMO-REGULATE	1323T032 Int'l Registration - Madrid Protocol Only	Registered 11	09-Nov-2010	1,058,475 09-Nov-2010
JETBOIL THERMO-REGULATE	1323T032-255921 Japan	Registered 11	1,058,475 09-Nov-2010	1,058,475 11-May-2012
JETBOIL THERMO-REGULATE	1323T032-255919 United States of America	Registered 11	85/134,834 21-Sep-2010	4,081,015 03-Jan-2012
JETBROIL	258648 United States of America	Published	85/494,714 14-Dec-2011	
JetJava	1323T014 United States of America	Searched		
JETPOWER	261575 Australia	Pending	A0030482 25-Jun-2012	
JETPOWER	261579 Canada	Pending	1,585,277 09-Jul-2012	
JETPOWER	261578 European Community	Pending	A0030482 25-Jun-2012	
JETPOWER	261577 Japan	Pending	A0030482 25-Jun-2012	
JETPOWER	261576 Korea, Republic of	Pending	A0030482 25-Jun-2012	
JETPOWER	261580 United States of America	Pending	85/655,056 19-Jun-2012	
JetTea	1323T015 United States of America	Searched		
JUPITER	1323T018 United States of America	Searched		
Ra	1323T020 United States of America	Searched		
Search: JETBOIL CLASSIC - PCS CLASSIC	1323T026 United States of America	Searched		

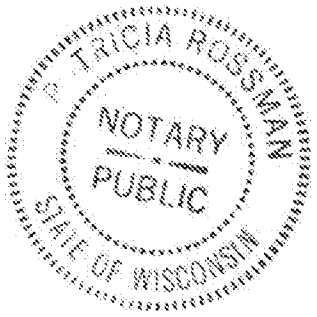
Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SOL and Design	262965 China (People's Republic)	Pending	A0022027 14-Sep-2012	
SOL and Design	1323T028-255907 European Community	Registered 11	1058687 09-Nov-2010	1,058,687 18-Oct-2011
SOL and Design	1323T028 Int'l Registration - Madrid Protocol Only	Registered 11	 09-Nov-2010	1,058,687 09-Nov-2010
SOL and Design	1323T028 Japan	Registered 11	1058687 09-Nov-2010	1,058,687 09-Nov-2010
SOL and Design	1323T028-255906 United States of America	Registered 11	85/134,803 21-Sep-2010	4,064,490 29-Nov-2011
TM SEARCH: FLAME Logo	1323T006 United States of America	Searched		
VULCAN	1323T019 United States of America	Searched		
Zip Stylized	1323T029 United States of America	Registered 11	85/050,032 28-May-2010	3,967,807 24-May-2011

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this _____ of November, 2012, before me personally appeared Lori Strangberg, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of JETBOIL, INC., a Delaware corporation; that she signed the Agreement thereto pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such companies; and she desires the same to be recorded as such.

Notary Public
My Commission Expires: 3.17.13



POWER OF ATTORNEY

JETBOIL, INC., a Delaware corporation ("Joining Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under (i) that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Joining Grantor, as a borrower, and certain affiliates of Joining Grantor, as borrowers, dated as of September 29, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Joining Grantor, with the power to endorse the name of Joining Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Joining Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interests in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Joining Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of such Grantor a trademark or patent assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Joining Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

[Signature Page to Follow]

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IN WITNESS WHEREOF, Joining Grantor has executed this Power of Attorney as of the date stated above.

JETBOIL, INC.

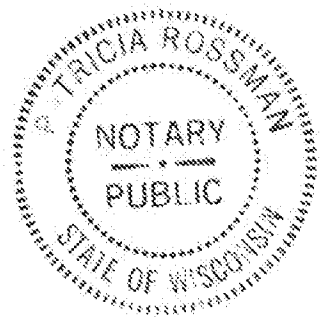
By: _____
Lori Strangberg, President and Treasurer

{SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT}

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this __ day of November, 2012, before me personally appeared Lori Strangberg, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of Jetboil, Inc., a Delaware corporation; that she signed the Agreement thereto pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.



Notary Public
My Commission Expires: 12.17.13

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]