

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
ROYAL ROBBINS, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DEERPATH CAPITAL II, LP.
Street Address:	405 Lexington Avenue, 71st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1931700	BILLY GOAT
Registration Number:	2145573	BLUEWATER SHORT
Registration Number:	2350360	GO EVERYWHERE
Registration Number:	2428613	ROYAL ROBBINS
Registration Number:	1303905	
Registration Number:	3314387	

CORRESPONDENCE DATA

Fax Number: 7132281331
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7132266708
 Email: GLooperena@porterhedges.com
 Correspondent Name: Gabriel Loperena
 Address Line 1: P.O. Box 4078
 Address Line 2: PORTER HEDGES, LLP

CH \$165.00 1931700

Address Line 4: Houston, TEXAS 77521

ATTORNEY DOCKET NUMBER: 010997-0051

NAME OF SUBMITTER: Sheli McDonald

Signature: /Sheli McDonald/

Date: 02/01/2013

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2012 (the "*Agreement*"), by and between ROYAL ROBBINS, LLC, a Delaware limited liability company ("*Debtor*"), and DEERPATH CAPITAL II, LP, a Delaware limited partnership ("*Deerpath*"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor, RR Acquisition Corporation, a Delaware corporation ("*Holdings*"), and the other borrowers from time to time party thereto (collectively with Debtor and Holdings, the "*Borrowers*"), Secured Party, and the lenders from time to time party thereto (collectively, the "*Lenders*") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Loan Agreement*");

WHEREAS, Debtor, the other Borrowers and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Security Agreement*"), pursuant to which Debtor has granted a first-priority lien and security interest in all of all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and satisfaction of the Obligation, Debtor does hereby grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned or acquired:

- (a) all of its patents and patent applications, including but not limited to those U.S. patents and patent applications identified on *Schedule 1* hereto;

- (b) all of its trademarks and trademark applications, including but not limited to those U.S. trademark registrations and applications identified on *Schedule 1* hereto;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, the Secured Party’s security interest in the IP Collateral shall automatically terminate and Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

ROYAL ROBBINS, LLC
a Delaware limited liability company

By: 
Name: Robert Orlando
Title: President and CEO

SECURED PARTY:

DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Agent

By: Deerpath Capital II General Partner, LLC
its general partner



By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1
to
Patent and Trademark Security Agreement

U.S. Patents and Patent Applications:

None.

U.S. Trademark Registrations and Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration Number</u>	<u>Registration Date</u>
BILLY GOAT	Royal Robbins, LLC	Renewed	1931700	10/31/1995
BLUEWATER SHORT	Royal Robbins, LLC	Renewed	2145573	3/24/1998
GO EVERYWHERE	Royal Robbins, LLC	Registered	2350360	5/16/2000
ROYAL ROBBINS	Royal Robbins, LLC	Registered	2428613	2/13/2001
[Strider Design] 	Royal Robbins, LLC	Renewed	1303905	11/6/1984
[Strider Design] 	Royal Robbins, LLC	Registered	3314387	10/16/2007

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]