

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
Fletcher Leisure Group, Inc./Le Groupe de loisirs Fletcher Inc.		02/14/2013	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3518877	A   U   R
Registration Number:	1522702	AUREA
Registration Number:	3264341	BIOVELOCITY COMPRESSION TECHNOLOGY
Registration Number:	3820985	CLIMALOFT
Registration Number:	4200663	COOLLITE
Registration Number:	3987679	FLEXVENT
Registration Number:	4120293	FOR YOUR FREEDOM OF PLAY
Registration Number:	3990777	SIARAS
Registration Number:	3614386	STORMPACK
Registration Number:	3385374	SUNICE
Registration Number:	3677964	V SUNICE BE OUT THERE.
Registration Number:	3369416	V SUNICE BE OUT THERE.
Serial Number:	85451865	WORN BY TOUR PROFESSIONALS WORLDWIDE
Registration Number:	3188940	WX TECH

**TRADEMARK**

Registration Number:	1498709	SUN ICE
Registration Number:	1499636	SUN ICE

**CORRESPONDENCE DATA**

Fax Number: 9732951292  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 973-443-3572  
 Email: agostinoj@gtlaw.com  
 Correspondent Name: Joseph Agostino  
 Address Line 1: 200 Park Avenue  
 Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	137205-012600
NAME OF SUBMITTER:	Joseph Agostino
Signature:	/Joseph Agostino/
Date:	02/28/2013

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 14 day of February, 2013, by Fletcher Leisure Group, Inc./Le Groupe de loisirs Fletcher Inc., a Canadian corporation (the “**Grantor**”), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of February 14, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the “**Credit Agreement**”), providing for a loan to be made to Grantor by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of February 14, 2013 between Grantor, Fletcher Leisure Group LTD and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the “**Security Agreement**”), the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

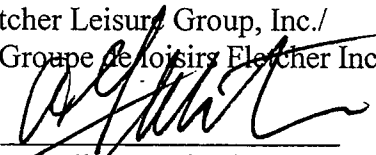
(i) each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

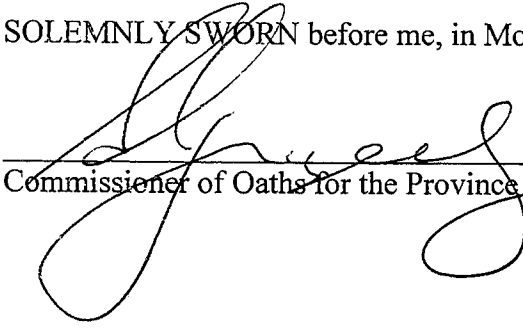
IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

\_\_\_\_\_  
104 Barr Street,  
Montreal, Quebec  
H4T 1Y4, Canada

Fletcher Leisure Group, Inc./  
Le Groupe de Loisirs Fletcher Inc.

By   
Name: Allen H. Fletcher  
Its: ~~Chief Financial Officer~~ DIRECTOR  
*Allen*

SOLEMNLY SWORN before me, in Montreal, this 14 th day of February 2013

  
\_\_\_\_\_  
Commissioner of Oaths for the Province of Quebec

Agreed and Accepted  
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Name: Jonas D.L. McCray  
Title: Senior Vice President

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

\_\_\_\_\_  
104 Barr Street,  
Montreal, Quebec  
H4T 1Y4, Canada

Fletcher Leisure Group, Inc./  
Le Groupe de loisirs Fletcher Inc.

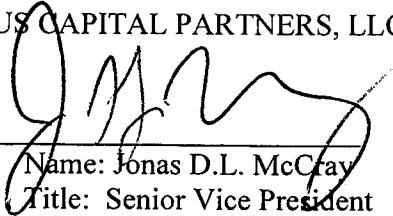
By \_\_\_\_\_  
Name: Allen H. Fletcher  
Its: Chief Financial Officer

SOLEMNL Y SWORN before me, in Montreal, this \_\_\_\_\_th day of February 2013

\_\_\_\_\_  
Commissioner of Oaths for the Province of Quebec

Agreed and Accepted  
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By:   
Name: Jonas D.L. McCray  
Title: Senior Vice President

**Schedule 1**

**UNITED STATES ISSUED TRADEMARKS**

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Date of Registration</b>	<b>Date of Expiration</b>	<b>Registered Owner</b>
USA	AUR Design	3,518,877	21/Oct/2008	21/Oct/2014	Fletcher Leisure Group Inc.
USA	AUREA	1522702	31/Jan/1989	31/Jan/2019	Fletcher Leisure Group Inc.
USA	BIOVELOCITY COMPRESSION TECHNOLOGY	3,264,341	17/Jul/2007	17/Jul/2013	Fletcher Leisure Group Inc.
USA	CLIMALOFT	3,820,985	20/Jul/2010	20/Jul/2016 (S. 8 & 15) 20/Jul/2020 (Renewal)	Fletcher Leisure Group Inc.
USA	COOLLITE	4,200,663	04/Sep/2012	26/Dec/2012	Fletcher Leisure Group Inc.
USA	FLEXVENT & Design	3,987,679	05/Jul/2011	05/Jul/2016	Fletcher Leisure Group Inc.
USA	FOR YOUR FREEDOM OF PLAY	4,120,293	03/Apr/2012	03/Apr/2022	Fletcher Leisure Group Inc.
USA	SIARAS	3,990,777	05/Jul/2011	05/Jul/2017	Fletcher Leisure Group Inc.
USA	STORMPACK	3,614,386	05/May/2009	05/May/2015	Fletcher Leisure Group Inc.
USA	SUN ICE & V Design	3,385,374	19/Feb/2008	19/Feb/2014	Fletcher Leisure Group Inc.
USA	SUNICE BE OUT THERE & V Design	3,677,964	01/Sep/2009	01/Sep/2015	Fletcher Leisure Group Inc.

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Country	Trademark	Registration No.	Date of Registration	Date of Expiration	Registered Owner
USA	SUNICE BE OUT THERE & V Design	3,369,416	15/Jan/2008	15/Jan/2014	Fletcher Leisure Group Inc.
USA	WORN BY TOUR & World Design	85/451,865	PENDING		Fletcher Leisure Group Inc.
USA	WXTECH & Design	3,188,940	26/Dec/2006	26/Dec/2016	Fletcher Leisure Group Inc.
USA	SUN ICE	1,498,709	02/Aug/1988	02/Aug/2018	Fletcher Leisure Group Inc.
USA	SUN ICE Design	1,499,636	09/Aug/1988	09/Aug/2018	Fletcher Leisure Group Inc.

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