

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Trademark and Patent Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rio Brands, LLC		04/05/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, N.A.		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Center/ DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85800999	RIO ADVENTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecszenye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Eighth Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01840		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecszenye		

OP \$40.00 85800999

Signature:	/Timothy D. Pecsenty/
Date:	04/09/2013
<b>Total Attachments: 7</b> source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page1.tif source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page2.tif source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page3.tif source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page4.tif source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page5.tif source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page6.tif source=PNC_RIO_Supplement to Trademark and Patent Security Agreement#page7.tif	

## Supplement to Trademark and Patent Security Agreement

This Supplement to Trademark and Patent Security Agreement (“Supplement”), dated as of April 5, 2013, is by and between **RIO BRANDS, LLC**, a Delaware limited liability company (“Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”) for the Lenders.

### BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Revolving Credit, Term Loan and Security Agreement dated August 5, 2011 by and among Grantor, as borrower (together with each Person joined as a borrower to the Loan Agreement from time to time, collectively, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Loan Agreement”) and (ii) that certain Trademarks and Patent Security Agreement dated August 5, 2011 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

B. Pursuant to the Loan Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor’s Patents (as defined therein) and all of Grantor’s Trademarks (as defined therein).

C. Grantor has acquired certain additional patents and patent applications set forth on Schedule 1(a) attached hereto and made part hereof (collectively, “Additional Patents”) and certain additional trademarks and trademark applications set forth on Schedule 1(b) attached hereto and made part hereof (collectively, the “Additional Trademarks”).

D. Grantor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Patents and Additional Trademarks, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the IP Security Agreement and the Other Documents (as defined in the Loan Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Agent for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Additional Patents and Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Patents and Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Loan Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1(A) and Schedule 1(B). All references to Schedule 1 contained in the Loan Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule 1(A) and Schedule 1(B).

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

RIO BRANDS, LLC

By: W.C.C.  
Name: Warren Cohen  
Title: President and Chief Executive Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
As Agent under the Loan Agreement

By: \_\_\_\_\_  
Name: O. Theodore Kuber, Jr.  
Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK AND PATENT SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 005001 FRAME: 0462

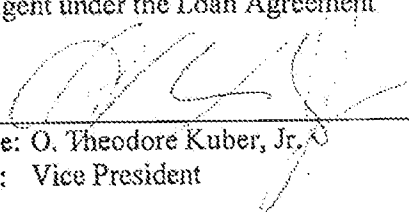
IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**RIO BRANDS, LLC**

By: \_\_\_\_\_  
Name: Warren Cohen  
Title: President and Chief Executive Officer

Acknowledged and Accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
As Agent under the Loan Agreement

By:   
Name: O. Theodore Kuber, Jr.  
Title: Vice President


[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK AND PATENT SECURITY  
AGREEMENT]

**TRADEMARK**  
**REEL: 005001 FRAME: 0463**

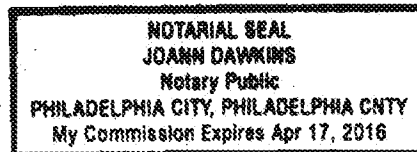
**CORPORATE ACKNOWLEDGMENT**

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

On this 3<sup>rd</sup> of April, 2013, before me personally appeared Warren Cohen to me known and being duly sworn, deposes and says that he is the President and Chief Executive Officer of RIO BRANDS, LLC, the Company described in the foregoing Supplement to Trademark and Patent Security Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

  
Notary Public

My Commission Expires:



[SIGNATURE PAGE TO ACKNOWLEDGMENT TO SUPPLEMENT TO  
TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK  
REEL: 005001 FRAME: 0464

**SCHEDULE 1(A)**

**PATENTS AND PATENT APPLICATIONS**

**U.S. PATENTS**

Utility Patents

6,886,377                      Tree Stand Lock and Associated Method of Use  
Issued May 03, 2005  
Reference: RIO Item #12066 (discontinued)  
*Grace Period for Maintenance Fees Ends May 3, 2013*

7,757,616                      Collapsible Camping Kitchen Table  
Issued July 20, 2010  
Reference: RIO Item #CK500  
Expiration Date: November 8, 2026

**U.S. PATENT APPLICATIONS**

<b>Application No.</b>	<b>Title</b>
13/343,355	Portable and Collapsible Table Structure
13/221,096	Portable and Collapsible Cot Structure
13/790,893	Portable, Collapsible Stadium Seat



SCHEDULE 1(B)

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Applications:

Rio Adventure -- Serial No. 85800999