

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
Camoplast Solideal Inc.		08/08/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE, as Agent
Street Address:	40 Dundas Street West, 5th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5G 2C2
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85573815	YIELDMASTER
Serial Number:	76640212	CAMO
Serial Number:	75408508	CAMOPLAST
Serial Number:	77965851	CAMOPLAST
Serial Number:	77966047	CAMOPLAST
Serial Number:	85455639	CAMOPLAST
Serial Number:	74446557	CHALLENGER
Serial Number:	76636794	DURABUILT
Serial Number:	76621740	ICE CLAW
Serial Number:	77614889	PROBUILT
Serial Number:	78550964	TATOU
Serial Number:	78550953	TATOU

CORRESPONDENCE DATA

Fax Number:

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

Email: rebecca.lederhouse@bakermckenzie.com,
collen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 E Randolph St, Ste 5000

Address Line 2: c/o Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Rebecca B. Lederhouse

Signature:

/Rebecca B. Lederhouse/

Date:

08/15/2013

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2013, is made by CAMOPLAST SOLIDEAL INC., as grantor (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the Hedging Lenders and the Bank Product Lenders (as such terms are defined in the Credit Agreement referred to below, and together with the Agent, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, a corporation amalgamated under the *Canada Business Corporations Act*, as a borrower; the other Borrowers (as such term is defined in the Credit Agreement) party thereto, the Agent, and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to that certain deed of hypothec to secure payment of debentures dated July 10, 2013 (the "Deed of Hypothec") pursuant to which the Grantor has hypothecated to the Agent all of its rights, title and interest in and to the Hypothecated Property (as such term is defined in the Deed of Hypothec) and in connection with which, Grantor is entering into this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Hypothecated Property of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by such Grantor of any right under any Trademark (the "Licenses"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Deed of Hypothec. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the hypothec granted to the Agent pursuant to the Deed of Hypothec and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Deed of Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

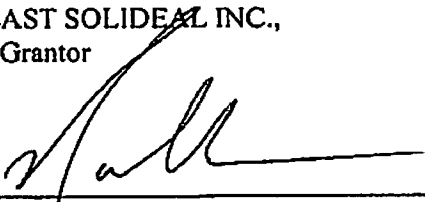
Section 7. Language. The parties hereto expressly request and require that this Trademark Security Agreement and all deeds, documents or instruments supplemental or ancillary hereto be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

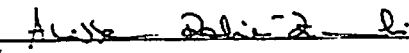
Very truly yours,

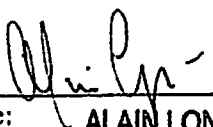
CAMOPLAST SOLIDEAL INC.,
as Grantor

By: 
Name: Normand Potvin
Title: Vice-President and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: 
Name: ANISSA RABIA-ZERIBI
Title: EXECUTIVE DIRECTOR

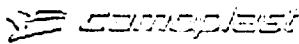
By: 
Name: ALAIN LONGPRÉ
Title: EXECUTIVE DIRECTOR

Signature Page to Trademark Security Agreement

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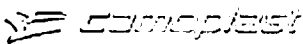
SCHEDULE 1


Ser. No.	Reg. No.	Mark	Owner of Record
1568866	N/A	YIELDMASTER	Grantor
76640212	3134769	CAMO IC 12: Tracked utility land vehicles, namely, snow groomers and tracked maintenance vehicles; and structural parts thereof	Grantor
75408508	2327705	CAMOPLAST IC12: rubber tracks, namely, rubberized plain belts and belts with profiles, used in snowmobiles, construction vehicles, utility vehicles, snow grooming vehicles, snow clearing vehicles, agriculture vehicles and military vehicles; IC40: reinforced polymer molding services for others for manufacturing articles used in air, land, rail and marine vehicles; and custom manufacture of rubber tracks for others.	Grantor
77965851	4,258,036	CAMOPLAST IC7: tracks for use on industrial machinery; undercarriages for agricultural machines, construction machines, industrial machines, and replacement parts for the aforementioned goods; components of motor vehicle engines, namely, air induction intakes to filter, meter, and measure air intake into land vehicles engines; components of motor vehicle air induction intakes, namely, baffles for	Grantor

		<p>noise reduction of air induction intakes; thermoplastic and thermoset under-the-hood engine parts for motor vehicles, namely, engine covers; tracks for use on gardening machinery</p> <p>IC12: thermoplastic windshield washer fluid reservoirs for motor vehicles; thermoplastic parts for snowmobiles, namely, skis; tracks for all-terrain vehicles; tire replacement track systems for all-terrain vehicles and utility terrain vehicles; and replacement parts for tire replacement track systems for all-terrain vehicles and utility terrain vehicles</p> <p>IC42: research, development, engineering, and testing services in the field of automotive and machinery tracks and track systems; and research, development, engineering, and testing services in the field of thermoplastic and thermoset systems and components for land and water vehicles</p>	
77/966047	4258037	 <p>IC7: tracks for use on industrial machinery and construction machinery; and undercarriages for agricultural machines, construction machines, and industrial machines; tracks for use on agricultural machinery and gardening machinery; replacement parts for undercarriages for agricultural machines, construction machines, and industrial machines</p> <p>IC12: tracks for all-terrain</p>	Grantor

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		<p>vehicles; tire replacement track systems for all-terrain vehicles and utility terrain vehicles; and replacement parts for tire replacement track systems for all-terrain vehicles and utility terrain vehicles</p> <p>IC42: research, development, engineering, and testing services in the field of automotive and machinery tracks and track systems; and research, development, engineering, and testing services in the field of thermoplastic and thermoset systems and components for land and water vehicles</p>	
85/455639	4167181	 <p>IC12: tracks for snowmobiles, utility terrain vehicles, and military defense vehicles</p>	Grantor
74446557	1845550	<p>CHALLENGER</p> <p>IC 12: snowmobile tracks</p>	Grantor
76636794	3150377	<p>DURABUILT</p> <p>IC 12: Rubber tracks, namely rubberized plain belts and belts with profiles used in land vehicles namely tractors and farm equipment</p>	Grantor
76621740	3078249	<p>ICE CLAW</p> <p>IC 12: Rubber tracks, namely, rubberized plain belts and belts with profiles, used in snowmobiles; rubber tracks, namely, rubberized plain belts and belts with profiles used in all terrain vehicles (ATV)</p>	Grantor

77/614889	3882065	PROBUILT IC 12: Rubber tracks and metal embedded rubber tracks for use on land vehicles	Grantor
78550964	3089720	 IC12: All terrain vehicle parts, namely, track system kits comprised of sprockets, tracks, wheels, slides.	Grantor
78550953	3084858	TATOU IC12: All terrain vehicle parts, namely, track systems kits comprised of sprockets, tracks, wheels, slides.	Grantor

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