

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPYDER ACTIVE SPORTS, INC.		10/02/2013	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3646470		
Registration Number:	3033181		
Registration Number:	3490088		
Registration Number:	1198815		
Registration Number:	3948898	OSMO	
Registration Number:	4180148	POWDERAP	
Registration Number:	2934105	SPYDER	
Registration Number:	2750548	SPYDER	
Registration Number:	1281632	SPYDER	
Registration Number:	3676523	VENOM	
Registration Number:	2039166	STRYKE	
Registration Number:	1831781	STRYKE	
CORRESPONDENCE DATA			

CH \$315.00 3646470

Fax Number: 8322393600

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

Phone: 832-239-3838

Email: aliou@jonesday.com, pcyn gier@jonesday.com

Correspondent Name: H. ALBERT LIOU

Address Line 1: 717 Texas Avenue, Suite 3300

Address Line 2: JONES DAY

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	601755-185043-SPYDER
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NAME OF SUBMITTER:	H. Albert liou
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Signature:	/H. Albert Liou/
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Date:	10/14/2013
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 2, 2013 (this "Agreement"), between Spyder Active Sports, Inc., a Colorado corporation (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

The Assignor is a party to a Security Agreement Joinder dated as of the date hereof in relation to that certain Pledge and Security Agreement, dated as of June 28, 2013 as amended and reaffirmed by that certain Acknowledgement and Amendment to Pledge and Security Agreement dated as of October 2, 2013 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.


Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SPYDER ACTIVE SPORTS, INC.

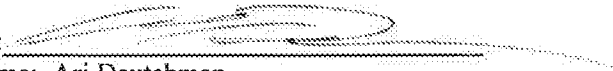
By: 

Name: Kevin Clarke

Title: Secretary and CFO

Accepted and acknowledged by:





KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent



By: 
Name: Ari Deutchman
Title: Vice President

Trademark Security Agreement - Spyder

TRADEMARK
REEL: 005130 FRAME: 0109

Schedule A
to Trademark Security Agreement

Trademark	Country	Status	App No.	Reg No.	App Date	Reg Date
Black Widow Spider Design 	United States of America	Registered	77/603,751	3,646,470	Oct-30-2008	Jun-30-2009
Black Widow Spider Design 	United States of America	Registered	78/976,420	3,033,181	May-16-2003	Dec-20-2005
Black Widow Spider Design 	United States of America	Registered	78/250,937	3,490,088	May-16-2003	Aug-19-2008
FANCIFUL SPYDER (design) 	United States of America	Registered	73/262,003	1,198,815	May-14-1980	Jun-22-1982
OSMO	United States of America	Registered	77/921,676	3,948,898	Jan-27-2010	Apr-19-2011

Trademark	Country	Status	App No.	Reg No.	App Date	Reg Date
POWDERAP	United States of America	Registered	85/177,079	4,180,148	Nov-15-2010	Jul-24-2012
SPYDER	United States of America	Registered	78/250,633	2,934,105	May-15-2003	Mar-15-2005
SPYDER & Design 	United States of America	Registered	78/173,154	2,750,548	Oct-10-2002	Aug-12-2003
SPYDER & Design (old) 	United States of America	Registered	73/203,766	1,281,632	Feb-13-1979	Jun-12-1984
VENOM	United States of America	Registered	78/934,908	3,676,523	Jul-21-2006	Sep-1-2009
STRYKE	United States of America	Registered (to be abandoned)	75/108,054	2039166	22-MAY-1996	18-FEB-1997
STRYKE	United States of America	Registered	74/352,951	1,831,781	Jan-27-1993	Apr-19-1994