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
AMERICAN RECREATION PRODUCTS, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
SIERRA DESIGNS ACQUISITION COMPANY, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
KELLWOOD COMPANY, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SUN KELLWOOD FINANCE, LLC
Street Address:	5200 TOWN CENTER CIRCLE
Internal Address:	SUITE 600
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 195

Property Type	Number	Word Mark
Registration Number:	3515286	4 ON THE FLOOR
Registration Number:	1768454	A ACADEMY BROADWAY
Registration Number:	1778706	ACADEMY BROADWAY
Registration Number:	4222717	AGILE
Registration Number:	4362195	AIRPITCH
Serial Number:	85868687	AMERICAN REC
Registration Number:	1882992	ARP SAFETY PRODUCTS
Registration Number:	0785434	BLACK SHEEP
Registration Number:	1302411	BLACK SHEEP
Registration Number:	1661770	BLACK SHEEP

CH $4890.00 3515286

Registration Number:	0783045	
Registration Number:	3614735	COMFORTEC
Registration Number:	1941343	DRYTHERM
Registration Number:	1289067	EVEREST ELITE
Serial Number:	85972104	FASTDRAW
Registration Number:	2082116	FREEPORT
Registration Number:	1900641	HILLARY
Registration Number:	3259010	INSTA-BED
Registration Number:	4031447	INSUL-THERM
Registration Number:	3692629	ISIS
Registration Number:	3850428	ISIS
Registration Number:	3075774	ISIS
Serial Number:	85861543	ISIS
Serial Number:	85861559	ISIS
Registration Number:	3945746	JUBILEE
Registration Number:	1059258	KELTY
Registration Number:	1063542	KELTY
Registration Number:	1294302	KELTY
Registration Number:	3894030	KELTY
Registration Number:	3904440	KELTY
Registration Number:	4034313	KELTY
Serial Number:	85958621	KELTY
Serial Number:	85958605	KELTY
Serial Number:	85958706	KELTY
Serial Number:	85958557	KELTY
Registration Number:	3886466	KELTY
Registration Number:	3886467	KELTY
Registration Number:	3886468	KELTY
Registration Number:	3995061	KELTY
Registration Number:	4022650	KELTY
Registration Number:	4422121	KELTY
Registration Number:	4422120	KELTY
Registration Number:	4422122	KELTY
Serial Number:	85958735	KELTY
Registration Number:	2045780	KELTY K.I.D.S.

	3890335	KELTY KIDS
Registration Number:	3945763	MIJO
Registration Number:	3945744	MINISTRY
Registration Number:	1612072	MOUNTAIN TRAILS
Registration Number:	3957647	MOUNTAIN TRAILS
Registration Number:	2082115	NASSAU
Registration Number:	3444912	NO FLY ZONE
Registration Number:	4031448	OMEGA II
Registration Number:	3002197	PENTADOME
Registration Number:	4119015	PROPHECY
Registration Number:	3211341	READYREST
Registration Number:	3945747	REVIVAL
Registration Number:	1612077	RIDGEWAY
Registration Number:	1613893	RIDGEWAY
Registration Number:	1621279	RIDGEWAY
Registration Number:	1990915	RIDGEWAY BY KELTY
Registration Number:	2350410	ROKK
Registration Number:	4022710	ROKK
Registration Number:	4022709	ROKK
Serial Number:	85972084	SIGNATURE SERIES
Registration Number:	1291069	SLUMBERJACK
Registration Number:	1898130	SLUMBERJACK
Registration Number:	4311308	SLUMBERJACK
Registration Number:	4026079	SLUMBERLOFT
Registration Number:	4026073	SLUMBERWICK
Registration Number:	3611201	SMARTSHADE
Registration Number:	2936581	SOLARON
Registration Number:	4119016	SORCERY
Registration Number:	3758644	SPORT SHOT
Registration Number:	3886406	STOW-N-GO
Registration Number:	3994932	STOW-N-GO
Registration Number:	1559870	SUN STOPPER
Registration Number:	2527386	
Serial Number:	85873815	TAILGATERZ BY AMERICAN REC
Serial Number:	85873847	TAILGATERZ BY AMERICAN REC

	1581569	THE CAMPING COMPANY
Registration Number:	1963244	TRAVAFIL
Registration Number:	1373848	TRAVASAK
Registration Number:	3837464	U
Registration Number:	3837452	U
Registration Number:	3859597	U
Registration Number:	3837450	U
Serial Number:	85971951	ULTIMATE DIRECTION
Registration Number:	3837442	ULTIMATE DIRECTION
Registration Number:	3837440	ULTIMATE DIRECTION
Registration Number:	3859595	ULTIMATE DIRECTION
Registration Number:	2446740	UV ARMOR
Registration Number:	4061334	VERSAFLY
Registration Number:	3852303	WE FIT WHO YOU ARE
Registration Number:	4244451	WEATHER ARMOR
Registration Number:	1935918	WENZEL
Registration Number:	1010087	WENZEL
Registration Number:	4387354	WENZEL
Serial Number:	85801575	WENZEL
Registration Number:	1034882	60/40 PARKA
Registration Number:	4220633	CCT
Serial Number:	85769877	CORE COMFORT TECHNOLOGY
Serial Number:	85580189	DRIDOWN
Registration Number:	4188106	DRIDOWN
Registration Number:	4412032	EXOFUSION
Registration Number:	1086407	SIERRA DESIGNS
Registration Number:	1083585	SINCE 1986 THE ORIGINAL 60/40 PARKA SIER
Registration Number:	1755484	STUDIO EASE
Registration Number:	1694517	SUTTER PLACE
Registration Number:	1706880	SUTTER PLACE
Registration Number:	4081333	BEAUTIFUL REBELLION
Registration Number:	2916374	BELIZA WOMAN
Registration Number:	1807628	BICE
Registration Number:	1457502	BLOCK ISLAND
Registration Number:	2315201	BRIGGS NEW YORK

	4187271	BRIGGS NEW YORK PERFECT FIT WAISTBAND
Registration Number:	1595503	CHAYA
Registration Number:	3702523	CHIME
Registration Number:	1124533	CITY BLUES
Registration Number:	1871395	CITYWEAR
Registration Number:	1674295	COMPONENTS
Registration Number:	4016078	COMPONIX
Registration Number:	1441281	CRICKET LANE
Registration Number:	1839480	CROWNTUFT
Registration Number:	1433987	DAVID DART
Registration Number:	1991895	DAVID DART COLLECTIONS
Registration Number:	1991896	DAVID DART SPORT
Registration Number:	3946062	DEMOCRACY DECLARATION OF JEAN DEPENDENCE
Registration Number:	3946063	DEMOCRACY FREEDOM JEANERATION
Registration Number:	1696978	EASE SPORT
Registration Number:	1675206	EASE SPORT
Registration Number:	1676871	ENCHANTE SPORT
Registration Number:	1812228	EC4U
Registration Number:	1195248	FINESSE
Registration Number:	1758446	FLATTER STRETCH
Registration Number:	1679478	FLATTER FIT
Registration Number:	1775315	FRITZI CALIFORNIA
Registration Number:	1646911	HERBCRAFT
Registration Number:	2502297	HOLLYWOULD
Registration Number:	4237644	HOLLYWOULD
Serial Number:	77948515	HOLLYWOULD
Registration Number:	3274268	IT'S HARD TO LOOK SEXY WHEN YOUR FEET HU
Registration Number:	1775319	IVY WEAR
Registration Number:	1813819	JAX
Registration Number:	3229037	JOLT
Registration Number:	4411157	JOLT
Registration Number:	3995293	KURT THOMAS
Registration Number:	4097087	LAMB & FLAG
Registration Number:	4097089	LAMB & FLAG
Registration Number:	4097090	LAMB & FLAG

	4081307	LXF
Registration Number:	4116176	LXF
Registration Number:	3793434	MAGIC PANT
Registration Number:	4083538	MELISSA HARPER
Registration Number:	1640586	MELISSA HARPER
Registration Number:	1626053	MELROSE
Registration Number:	4146904	MEMOIR
Registration Number:	4049296	MY MICHELLE
Serial Number:	85343124	MY MICHELLE
Serial Number:	85343130	MY MICHELLE
Registration Number:	1442190	MY MICHELLE
Registration Number:	1769366	NAPA VALLEY
Registration Number:	1636516	NORTHERN ISLES II
Registration Number:	2853619	PANTOLOGY
Registration Number:	2759230	REBECCA TAYLOR
Registration Number:	2601789	REBECCA TAYLOR
Registration Number:	2847668	REBECCA TAYLOR
Registration Number:	2132863	REBECCA TAYLOR
Registration Number:	2919208	REBECCA TAYLOR
Registration Number:	4145906	REBECCA TAYLOR
Registration Number:	1601667	RECREATION
Registration Number:	3078041	REWIND
Registration Number:	3694153	REWIND
Registration Number:	1260999	ROBERT SCOTT LTD.
Registration Number:	1224369	SAG HARBOR
Registration Number:	3974464	SAG HARBOR
Registration Number:	3974467	SAG HARBOR
Registration Number:	3974502	SAG HARBOR
Registration Number:	1943661	SAG HARBOR
Registration Number:	4261759	SAG HARBOR PERFECT FIT WAISTBAND
Registration Number:	1684501	SAILMATES
Registration Number:	3813125	SANGRIA
Registration Number:	3635709	SEQUIN HEARTS
Registration Number:	3914439	STRUCK BY STYLE
Registration Number:	3765444	TAKARA

	3974503	THE CLOTHES I WEAR
Registration Number:	3795016	THE FITTING GUARANTEE
Registration Number:	3860681	THE FLEXI-FIT WAISTBAND
Registration Number:	3613889	THE SLIMMING SOLUTION
Registration Number:	1804570	THIN ICE
Registration Number:	1849398	VIOLETS & ROSES
Registration Number:	3999806	WAIST SOLUTION
Registration Number:	1245406	WINGATE
Registration Number:	4183915	WIT AND WISDOM
Registration Number:	1790493	YOU BABES

CORRESPONDENCE DATA

Fax Number: 3128622200

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

Phone: 312-862-6371

Email: michelle.nowicki@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22761-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	12/05/2013

Total Attachments: 20

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF NOVEMBER 27, 2013 AMONG SCSF KELLWOOD FINANCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("SCSF FINANCE"), SUN KELLWOOD FINANCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SUN FINANCE", AND TOGETHER WITH SCSF, COLLECTIVELY, THE "SUBORDINATED CREDITORS" AND EACH, A "SUBORDINATED CREDITOR"), KELLWOOD INTERMEDIATE HOLDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INTERMEDIATE HOLDING"), KELLWOOD COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("KELLWOOD"), KWD HOLDINGS, INC., A DELAWARE CORPORATION ("KWD"), PHAT FASHIONS, LLC, A NEW YORK LIMITED LIABILITY COMPANY ("PHAT FASHIONS"), PHAT LICENSING, LLC, A NEW YORK LIMITED LIABILITY COMPANY ("PHAT LICENSING") ZOBHA, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("ZOBHA"), MEOW INC., A NEW YORK CORPORATION ("MEOW"), BETH'S BOUTIQUE, LLC, A NEW YORK LIMITED LIABILITY COMPANY ("BETH'S"), AMERICAN RECREATION PRODUCTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("ARP"), SIERRA DESIGNS ACQUISITION COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SIERRA", AND TOGETHER WITH INTERMEDIATE HOLDING, KELLWOOD, KWD, PHAT FASHIONS, PHAT LICENSING, ZOBHA, MEOW, BETH'S AND ARP, COLLECTIVELY, THE "COMPANIES" AND INDIVIDUALLY A "COMPANY"), AND WELLS FARGO BANK, NATIONAL ASSOCIATION ("AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO THAT CERTAIN AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF NOVEMBER 27, 2013 AMONG THE COMPANIES, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of November, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **SUN KELLWOOD FINANCE, LLC**, in its capacity as collateral agent for the Lenders and the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of November 27, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among each Grantor, as a borrower (collectively the "Borrowers" and each a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of November 27, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

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3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark

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Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK**

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SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

TRADEMARK
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IN WITNESS WHEREOF, each Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

GRANTORS:

SIERRA DESIGNS ACQUISITION COMPANY, LLC
AMERICAN RECREATION PRODUCTS, LLC

Each By: _____
Name: Joseph J. Lombardi
Title: Senior Vice President

KELLWOOD COMPANY, LLC

By: _____
Name: Joseph J. Lombardi
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SUN KELLWOOD FINANCE, LLC, a Delaware limited liability company

By: _____
Name: Matthew Garff
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
4 ON THE FLOOR	American Recreation Products, LLC	Registered	3,515,286	10/14/2008	
A ACADEMY BROADWAY (and Design)	American Recreation Products, LLC	Not Renewed	1,768,454	5/4/1993	Not renewed; grace period expired 11/4/2013
ACADEMY BROADWAY	American Recreation Products, LLC	Renewed	1,778,706	6/29/1993	Renewal due 6/29/2013; grace period expires 12/29/2013
AGILE	American Recreation Products, LLC	Registered	4,222,717	10/9/2012	
AIRPITCH	American Recreation Products, LLC	Pending	4,362,195	7/2/2013	
AMERICANREC (and Design)	American Recreation Products, LLC	Abandoned	[s/n 85/868,687]	[filed 3/6/2013]	Abandoned 10/4/2013
ARP SAFETY PRODUCTS	American Recreation Products, LLC	Renewed	1,882,992	3/7/1995	
BLACK SHEEP	American Recreation Products, LLC	Renewed	0,785,434	2/23/1965	
BLACK SHEEP	American Recreation Products, LLC	Renewed	1,302,411	10/30/1984	
BLACK SHEEP	American Recreation Products, LLC	Not Renewed	1661770	10/22/91	Not renewed in 2011
[Black Sheep Design]	American Recreation Products, LLC	Registered	0,783,045	1/12/1965	

TRADEMARK
REEL: 005167 FRAME: 0871

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
COMFORTEC	American Recreation Products, LLC	Registered	3,614,735	5/5/2009	
DRYTHERM	American Recreation Products, LLC	Registered	1,941,343	12/12/1995	
EVEREST ELITE	American Recreation Products, LLC	Renewed	1,289,067	8/7/1984	
FASTDRAW	American Recreation Products, LLC	Pending	[s/n 85/972,104]	[filed 6/27/2013]	
FREEPORT	American Recreation Products, LLC	Registered	2,082,116	7/22/1997	
HILLARY	American Recreation Products, LLC	Renewed	1,900,641	6/20/1995	
INSTA-BED	American Recreation Products, LLC	Registered	3,259,010	7/3/2007	
INSUL-THERM	American Recreation Products, LLC	Registered	4,031,447	9/27/2011	
ISIS	American Recreation Products, LLC	Registered	3,692,629	10/6/2009	
ISIS	American Recreation Products, LLC	Registered	3,850,428	9/21/2010	
ISIS (and Design)	American Recreation Products, LLC	Registered	3,075,774	4/4/2006	
ISIS (and Swirl Star Design)	American Recreation Products, LLC	Pending	[s/n 85/861,543]	[filed 2/27/2013]	
ISIS (and Swirl Star Design)	American Recreation Products, LLC	Pending	[s/n 85/861,559]	[filed 2/27/2013]	
JUBILEE	American Recreation Products, LLC	Registered	3,945,746	4/12/2011	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
KELTY	American Recreation Products, LLC	Renewed	1,059,258	2/15/1977	
KELTY	American Recreation Products, LLC	Renewed	1,063,542	4/12/1977	
KELTY	American Recreation Products, LLC	Renewed	1,294,302	9/11/1984	
KELTY	American Recreation Products, LLC	Registered	3,894,030	12/21/2010	
KELTY	American Recreation Products, LLC	Registered	3,904,440	1/11/2011	
KELTY	American Recreation Products, LLC	Registered	4,034,313	10/4/2011	
KELTY	American Recreation Products, LLC	Pending	[s/n 85/958,621]	[filed 6/13/2013]	
KELTY	American Recreation Products, LLC	Pending	[s/n 85/958,605]	[filed 6/13/2013]	
KELTY	American Recreation Products, LLC	Pending	[s/n 85/958,706]	[filed 6/13/2013]	
KELTY	American Recreation Products, LLC	Pending	[s/n 85/958,557]	[filed 6/13/2013]	
KELTY (and Design)	American Recreation Products, LLC	Registered	3,886,466	12/7/2010	
KELTY (and Design)	American Recreation Products, LLC	Registered	3,886,467	12/7/2010	
KELTY (and Design)	American Recreation Products, LLC	Registered	3,886,468	12/7/2010	
KELTY (and Design)	American Recreation Products, LLC	Registered	3,995,061	7/12/2011	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
KELTY (and Design)	American Recreation Products, LLC	Registered	4,022,650	9/6/2011	
KELTY (and Design)	American Recreation Products, LLC	Registered	4,422,121	10/22/2013	
KELTY (and Design)	American Recreation Products, LLC	Registered	4,422,120	10/22/2013	
KELTY (and Design)	American Recreation Products, LLC	Registered	4,422,122	10/22/2013	
KELTY (and Design)	American Recreation Products, LLC	Pending	[s/n 85/958,735]	[filed 6/13/2013]	
KELTY K.I.D.S.	American Recreation Products, LLC	Registered	2,045,780	3/18/1997	
KELTY KIDS (and Design)	American Recreation Products, LLC	Registered	3,890,335	12/14/2010	
MIJO	American Recreation Products, LLC	Registered	3,945,763	4/12/2011	
MINISTRY	American Recreation Products, LLC	Registered	3,945,744	4/12/2011	
MOUNTAIN TRAILS	American Recreation Products, LLC	Renewed	1,612,072	9/4/1990	
MOUNTAIN TRAILS	American Recreation Products, LLC	Registered	3,957,647	5/10/2011	
NASSAU	American Recreation Products, LLC	Registered	2,082,115	7/22/1997	
NO FLY ZONE	American Recreation Products, LLC	Registered	3,444,912	6/10/2008	
OMEGA II	American Recreation Products, LLC	Pending	4,031,448	9/27/2011	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
PENTADOME	American Recreation Products, LLC	Registered	3,002,197	9/27/2005	
PROPHECY	American Recreation Products, LLC	Registered	4,119,015	3/27/2012	
READYREST	American Recreation Products, LLC	Registered	3,211,341	2/20/2007	
REVIVAL	American Recreation Products, LLC	Pending	3,945,747	4/12/2011	
RIDGEWAY	American Recreation Products, LLC	Renewed	1,612,077	9/4/1990	
RIDGEWAY	American Recreation Products, LLC	Renewed	1,613,893	9/18/1990	
RIDGEWAY	American Recreation Products, LLC	Renewed	1,621,279	11/6/1990	
RIDGEWAY BY KELLY	American Recreation Products, LLC	Registered	1,990,915	8/6/1996	
ROKK	American Recreation Products, LLC	Registered	2,350,410	5/16/2000	
ROKK	American Recreation Products, LLC	Registered	4,022,710	9/6/2011	
ROKK	American Recreation Products, LLC	Registered	4,022,709	9/6/2011	
SIGNATURE SERIES	American Recreation Products, LLC	Pending	[85/972,084]	[filed 6/27/2013]	
SLUMBERJACK	American Recreation Products, LLC	Renewed	1,291,069	8/21/1984	
SLUMBERJACK	American Recreation Products, LLC	Renewed	1,898,130	6/6/1995	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
SLUMBERJACK	American Recreation Products, LLC	Pending	4,311,308	4/2/2013	
SLUMBERLOFT	American Recreation Products, LLC	Registered	4,026,079	9/13/2011	
SLUMBERWICK	American Recreation Products, LLC	Registered	4,026,073	9/13/2011	
SMARTSHADE	American Recreation Products, LLC	Registered	3,611,201	4/28/2009	
SOLARON	American Recreation Products, LLC	Cancelled	2,936,581	3/29/2005	Cancelled 11/4/2011
SORCERY	American Recreation Products, LLC	Registered	4,119,016	3/27/2012	
SPORT SHOT	American Recreation Products, LLC	Registered	3,758,644	3/9/2010	
STOW-N-GO	American Recreation Products, LLC	Registered	3,886,406	12/7/2010	
STOW-N-GO	American Recreation Products, LLC	Registered	3,994,932	7/12/2011	
SUN STOPPER	American Recreation Products, LLC	Registered	1,559,870	10/10/1989	
[Swirl Star Design]	American Recreation Products, LLC	Registered	2,527,386	1/8/2002	
TAILGATERZ BY AMERICAN REC	American Recreation Products, LLC	Abandoned	[s/n 85/873,815]	[filed 3/12/2013]	Abandoned 10/4/2013
TAILGATERZ BY AMERICAN REC (and Design)	American Recreation Products, LLC	Abandoned	[s/n 85/873,847]	[filed 3/12/2013]	Abandoned 10/4/2013
THE CAMPING COMPANY	American Recreation Products, LLC	Renewed	1,581,569	2/6/1990	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
TRAVAFIL	American Recreation Products, LLC	Registered	1,963,244	3/19/1996	
TRAVASAK	American Recreation Products, LLC	Registered	1,373,848	12/3/1985	
U	American Recreation Products, LLC	Registered	3,837,464	8/24/2010	
U	American Recreation Products, LLC	Registered	3,837,452	8/24/2010	
U	American Recreation Products, LLC	Registered	3,859,597	10/12/2010	
U	American Recreation Products, LLC	Registered	3,837,450	8/24/2010	
ULTIMATE DIRECTION	American Recreation Products, LLC	Pending	[s/n 85/971,951]	06/27/2013	
ULTIMATE DIRECTION	American Recreation Products, LLC	Registered	3,837,442	8/24/2010	
ULTIMATE DIRECTION	American Recreation Products, LLC	Registered	3,837,440	8/24/2010	
ULTIMATE DIRECTION	American Recreation Products, LLC	Registered	3,859,595	10/12/2010	
UV ARMOR	American Recreation Products, LLC	Registered	2,446,740	4/24/2001	
VERSAFLY	American Recreation Products, LLC	Registered	4,061,334	11/22/2011	
WE FIT WHO YOU ARE	American Recreation Products, LLC	Registered	3,852,303	9/28/2010	
WEATHER ARMOR	American Recreation Products, LLC	Registered	4,244,451	11/20/2012	
WENZEL	American Recreation Products, LLC	Registered	1,935,918	11/14/1995	
WENZEL	American Recreation Products, LLC	Registered	1,010,087	5/6/1975	

TRADEMARK
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Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
WENZEL	American Recreation Products, LLC	Registered	4,387,354	8/20/2013	
WENZEL	American Recreation Products, LLC	Abandoned	85/801,575	12/13/2012	Abandoned 10/24/2013
60/40 PARKA	Sierra Designs Acquisition Company, LLC	Renewed	1,034,882	3/2/1976	
CCT	Sierra Designs Acquisition Company, LLC	Registered	4,220,633	10/9/2012	
CORE COMFORT TECHNOLOGY	Sierra Designs Acquisition Company, LLC	Abandoned	[s/n 85/769,877]	[filed 11/2/2012]	Abandoned 9/10/2013
DRIDOWN	Sierra Designs Acquisition Company, LLC	Abandoned	[s/n 85/580,189]	[filed 3/26/2012]	Abandoned 11/18/2013
DRIDOWN	Sierra Designs Acquisition Company, LLC	Registered	4,188,106	8/7/2012	
EXOFUSION	Sierra Designs Acquisition Company, LLC	Registered	4,412,032	10/1/2013	
SIERRA DESIGNS	Sierra Designs Acquisition Company, LLC	Renewed	1,086,407	2/28/1978	
SINCE 1986 THE ORIGINAL 60/40 PARKA SIERRA DESIGNS (and Design)	Sierra Designs Acquisition Company, LLC	Renewed	1,083,585	1/24/1978	
STUDIO EASE	Kellwood Company	Not Renewed	1,755,484	3/2/1993	Renewal grace period expired 9/2/2013
SUTTER PLACE	Kellwood Company	Not Renewed	1,694,517	6/16/1992	Not renewed in 2012
SUTTER PLACE	Kellwood Company	Not Renewed	1,706,880	8/11/1992	Not renewed in 2012
BEAUTIFUL REBELLION	Kellwood Company, LLC	Registered	4,081,333	1/3/2012	
BELIZA WOMAN	Kellwood Company, LLC	Not Maintained	2,916,374	1/4/2005	6-year Affidavit of Use not filed in 2011

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
BICE	Kellwood Company, LLC	Renewed	1,807,628	11/30/1993	
BLOCK ISLAND	Kellwood Company, LLC	Registered	1,457,502	9/15/1987	
BRIGGS NEW YORK	Kellwood Company, LLC	Registered	2,315,201	2/8/2000	
BRIGGS NEW YORK PERFECT FIT WAISTBAND	Kellwood Company, LLC	Registered	4,187,271	8/7/2012	
CHAYA	Kellwood Company, LLC	Not Renewed	1595503	5/8/1990	Not renewed in 2010
CHIME	Kellwood Company, LLC	Registered	3,702,523	10/27/2009	
CITY BLUES	Kellwood Company, LLC	Registered	1,124,533	8/28/1979	
CITYWEAR	Kellwood Company, LLC	Renewed	1,871,395	1/3/1995	
COMPONENTS	Kellwood Company, LLC	Renewed	1,674,295	2/4/1992	
COMPONIX	Kellwood Company, LLC	Registered	4,016,078	8/23/2011	
CRICKET LANE	Kellwood Company, LLC	Registered	1,441,281	6/2/1987	
CROWNTUFT	Kellwood Company, LLC	Renewed	1,839,480	6/14/1994	
DAVID DART.	Kellwood Company, LLC	Registered	1,433,987	3/24/1987	
DAVID DART COLLECTIONS	Kellwood Company, LLC	Registered	1,991,895	8/6/1996	
DAVID DART SPORT	Kellwood Company, LLC	Registered	1,991,896	8/6/1996	
DEMOCRACY DECLARATION OF JEAN DEPENDENCE	Kellwood Company, LLC	Registered	3,946,062	4/12/2011	
DEMOCRACY THE FREEDOM JEANERATION	Kellwood Company, LLC	Registered	3,946,063	4/12/2011	
EASE SPORT	Kellwood Company, LLC	Not Renewed	1,696,978	6/23/1992	Not renewed in 2012
EASE SPORT	Kellwood Company, LLC	Not Renewed	1,675,206	2/11/1992	Not renewed in 2012

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
ENCHANTE SPORT	Kellwood Company, LLC	Not Renewed	1,676,871	2/25/1992	Not renewed in 2012
EC4U	Kellwood Company, LLC	Renewed	1,812,228	12/21/1993	
FINESSE	Kellwood Company, LLC	Not Renewed	1,195,248	5/11/1982	Not renewed in 2002
FLATTER STRETCH	Kellwood Company, LLC	Not Renewed	1,758,446	3/16/1993	Renewal grace period expired 9/16/2013
FLATTER FIT	Kellwood Company, LLC	Not Renewed	1,679,478	3/17/1992	Not renewed in 2012
FRITZI CALIFORNIA (and Design)	Kellwood Company, LLC	Renewed	1,775,315	6/8/1993	Renewal due 6/8/2013; grace period expires 12/8/2013
HERBCRAFT (Stylized)	Kellwood Company, LLC	Not Renewed	1,646,911	6/4/1991	Not renewed in 2012
HOLLYWOULD	Kellwood Company, LLC	Registered	2,502,297	10/30/2001	
HOLLYWOULD	Kellwood Company, LLC	Registered	4,237,644	11/6/2012	
HOLLYWOULD	Kellwood Company, LLC	Abandoned	[s/n 77/948,515]	[filed 3/2/2010]	Abandoned 10/28/2013
IT'S HARD TO LOOK SEXY WHEN YOUR FEET HURT	Kellwood Company, LLC	Registered	3,274,268	8/7/2007	
IVY WEAR	Kellwood Company, LLC	Renewed	1,775,319	6/8/1993	Renewal due 6/8/1993; grace period expires 12/8/2013
JAX	Kellwood Company, LLC	Registered	1,813,819	12/28/1993	
JOLT	Kellwood Company, LLC	Registered	3,229,037	4/17/2007	
JOLT (and Design)	Kellwood Company, LLC	Registered	4,411,157	10/01/2013	
KURT THOMAS	Kellwood Company, LLC	Registered	3,995,293	7/12/2011	
LAMB & FLAG	Kellwood Company, LLC	Registered	4,097,087	2/7/2012	
LAMB & FLAG	Kellwood Company, LLC	Registered	4,097,089	2/7/2012	

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LAMB & FLAG	Kellwood Company, LLC	Registered	4,097,090	2/7/2012	
LXF (Stylized)	Kellwood Company, LLC	Registered	4,081,307	1/3/2012	
LXF (Stylized)	Kellwood Company, LLC	Registered	4,116,176	3/20/2012	
MAGIC PANT	Kellwood Company, LLC	Registered	3,793,434	5/25/2010	
MELISSA HARPER	Kellwood Company, LLC	Registered	4,083,538	1/10/2012	
MELISSA HARPER	Kellwood Company, LLC	Not Renewed	1,640,586	4/09/1991	Not renewed in 2011
MELROSE	Kellwood Company, LLC	Registered	1,626,053	12/4/1990	
MEMOIR	Kellwood Company, LLC	Registered	4,146,904	5/22/2012	
MY MICHELLE	Kellwood Company, LLC	Registered	4,049,296	11/1/2011	
MY MICHELLE	Kellwood Company, LLC	Abandoned	[85/343,124]	[filed 6/10/2011]	Abandoned 11/18/2013
MY MICHELLE	Kellwood Company, LLC	Abandoned	[85/343,130]	[filed 6/10/2011]	Abandoned 11/18/2013
MY MICHELLE (Stylized)	Kellwood Company, LLC	Registered	1,442,190	6/9/1987	
NAPA VALLEY	Kellwood Company, LLC	Not Renewed	1,769,366	5/4/1993	Not renewed; grace period expired 11/4/2013
NORTHERN ISLES II	Kellwood Company, LLC	Not Renewed	1,636,516	2/26/1991	Not renewed in 2011
PANTOLOGY	Kellwood Company, LLC	Registered	2,853,619	6/15/2004	
REBECCA TAYLOR	Kellwood Company, LLC	Registered	2,759,230	9/2/2003	
REBECCA TAYLOR	Kellwood Company, LLC	Registered	2,601,789	7/30/2002	
REBECCA TAYLOR	Kellwood Company, LLC	Registered	2,847,668	6/1/2004	
REBECCA TAYLOR	Kellwood Company, LLC	Registered	2,132,863	1/27/1998	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
REBECCA TAYLOR	Kellwood Company, LLC	Registered	2,919,208	1/18/2005	
REBECCA TAYLOR	Kellwood Company, LLC	Registered	4,145,906	5/22/2012	
RECREATION	Kellwood Company, LLC	Not Renewed	1,601,667	6/12/1990	Not renewed in 2011
REWIND	Kellwood Company, LLC	Cancelled	3,078,041	4/11/2006	Cancelled 11/16/2012
REWIND	Kellwood Company, LLC	Registered	3,694,153	10/6/2009	
ROBERT SCOTT LTD.	Kellwood Company, LLC	Renewed	1,260,999	12/13/1983	
SAG HARBOR	Kellwood Company, LLC	Renewed	1,224,369	1/18/1983	
SAG HARBOR	Kellwood Company, LLC	Registered	3,974,464	6/7/2011	
SAG HARBOR	Kellwood Company, LLC	Registered	3,974,467	6/7/2011	
SAG HARBOR	Kellwood Company, LLC	Registered	3,974,502	6/7/2011	
SAG HARBOR (and Design)	Kellwood Company, LLC	Registered	1,943,661	12/26/1995	
SAG HARBOR PERFECT FIT WAISTBAND	Kellwood Company, LLC	Registered	4,261,759	12/18/2012	
SAILMATES	Kellwood Company, LLC	Not Renewed	1,684,501	4/28/1992	Not renewed in 2012
SANGRIA	Kellwood Company, LLC	Registered	3,813,125	7/6/2010	
SEQUIN HEARTS	Kellwood Company, LLC	Registered	3,635,709	6/9/2009	
STRUCK BY STYLE	Kellwood Company, LLC	Registered	3,914,439	2/1/2011	
TAKARA	Kellwood Company, LLC	Registered	3,765,444	3/23/2010	
THE CLOTHES I WEAR	Kellwood Company, LLC	Registered	3,974,503	6/7/2011	
THE FITTING GUARANTEE	Kellwood Company, LLC	Registered	3,795,016	5/25/2010	

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date	Comments
THE FLEXI-FIT WAISTBAND	Kellwood Company, LLC	Registered	3,860,681	10/12/2010	
THE SLIMMING SOLUTION	Kellwood Company, LLC	Registered	3,613,889	4/28/2009	
THIN ICE	Kellwood Company, LLC	Renewed	1,804,570	11/16/1993	
VIOLETS & ROSES	Kellwood Company, LLC	Renewed	1,849,398	8/9/1994	
WAIST SOLUTION	Kellwood Company, LLC	Registered	3,999,806	7/19/2011	
WINGATE (Stylized)	Kellwood Company, LLC	Renewed	1,245,406	7/12/1983	
WIT AND WISDOM	Kellwood Company, LLC	Registered	4,183,915	7/31/2012	
YOU BABES (and Design)	Kellwood Company, LLC	Renewed	1,790,493	8/31/1993	