

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Confluence Holdings Corp.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 6, 2014

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Ally Commercial Finance LLC, as Agent

Internal _____

Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

☐ Association Citizenship USA

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A attached

B. Trademark Registration No.(s)
See Schedule A attached

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115-

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

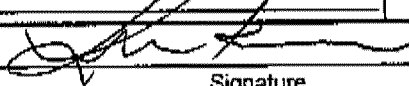
8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 3-17

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

February 6, 2014

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

OP \$115.00 3471913

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated February 6, 2014, by and between Confluence Holdings Corp. and Ally Commercial Finance LLC, as Agent.

Mark	Application No.	Registration No.
Wave Design	77/352225	3471913
Paddle It Forward	77/922685	3841067
Wilderness Systems	85/115672	4154754
AT & Design	85/686391	4289140

Schedule A

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Confluence Holdings Corp., a corporation formed under the laws of Delaware, located at 575 Mauldin Road, Greenville, South Carolina 29607 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Ally Commercial Finance LLC ("Ally CF") and various other financial institutions (collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Second Amended and Restated Loan and Security Agreement, dated as of February 6, 2014, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated May 16, 2005, made by Borrower in favor of Agent for its benefit and the ratable benefit of Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

February 6, 2014

CONFLUENCE HOLDINGS CORP.

By: *Kaustubh*

Name: KAUSTUBH DESHPANDE

Its: V.P. & CFO

ALLY COMMERCIAL FINANCE LLC, as Agent

By: _____

Name:

Its:

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
February 6, 2014

CONFLUENCE HOLDINGS CORP.

By: _____
Name:
Its:

ALLY COMMERCIAL FINANCE LLC, as Agent

By: Stewart Brown
Name: STEWART BROWN
Its: Director