TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kent International Inc.		12/17/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3782527	ACCU-FIT
Registration Number:	2762668	AVALON
Registration Number:	4489653	AMBUSH
Registration Number:	2823867	BACKBONE
Registration Number:	3628569	BACKBONE
Serial Number:	86215672	ABK
Registration Number:	3725596	CO-PILOT
Registration Number:	3832894	GENESIS
Registration Number:	4158164	GIORDANO
Serial Number:	85875772	BCA
Serial Number:	86272179	BCA
Serial Number:	86633419	CAPSTONE
Serial Number:	86061137	CAROLINA CLASSIC
Serial Number:	86368721	CHARLESTON
Serial Number:	86604647	CONCORD
Registration Number:	4042822	GIORDANO
Serial Number:	86604153	GORDITA
Serial Number:	86597597	JERSEY
Serial Number:	86597598	JERSEY BOARDS

OP $990.00 3782527

Property Type	Number	Word Mark
Serial Number:	86597603	JERSEY SKATEBOARDS
Serial Number:	86602647	JERSEYLONGBOARDS
Registration Number:	2983206	KID FACTOR
Registration Number:	3205790	KIDZ PRODUCTS.COM
Registration Number:	1860355	NORTH WOODS
Registration Number:	3685908	RAMPAGE
Registration Number:	2993324	SHOGUN
Registration Number:	3857909	TAKARA
Registration Number:	3616049	THRUSTER
Registration Number:	4523158	THRUSTER
Registration Number:	4475067	THRUSTER RAGE
Serial Number:	86673124	LA JOLLA
Serial Number:	86603319	MARGATE
Serial Number:	86605783	NASTY
Registration Number:	2815574	VENUS
Registration Number:	2841085	VERTEBRAE
Registration Number:	4405666	VITESSE
Registration Number:	2765406	WEERIDE
Registration Number:	2900064	X FACTOR
Serial Number:	86603307	WESTVILLE

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/05/2016

Total Attachments: 24

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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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)/Execution Date(s):

Kent International Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
Citizenship: DE
Execution Date(s) December 17, 2015
Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

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

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA Zip: 10017

☒ Association Citizenship: USA
☐ General Partnership Citizenship:
☐ Limited Partnership Citizenship:
☐ Corporation Citizenship:
☐ Other: Citizenship:

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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amended and Restated Trademark Collateral Assignment and Security Agreement

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

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 39

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature: _____
Signature

January 4, 2016
Date

Joanne BL Arnold
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

[Execution]

AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of December 17, 2015, is by and between Kent International Inc. a Delaware corporation ("Debtor"), with its chief executive office at 60 East Halsey Road, Parsippany, New Jersey 07054, and Wells Fargo Bank, National Association, a national banking association ("Lender"), having an office at 100 Park Avenue, New York, New York 10017.

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor, USA Helmet Corp. ("USA Helmet") and Lender entered into the Loan and Security Agreement, dated June 30, 1995, by and among Lender, Debtor and certain of Debtor's affiliates (as amended, modified, supplemented, extended, renewed, restated or replaced prior to the date hereof, the "Existing Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Loan Agreement and the Existing Trademark Agreements (as hereinafter defined), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Existing Financing Agreements");; and

WHEREAS, in connection with the Existing Loan Agreement, (a) Debtor and Lender entered into the Trademark Collateral Assignment and Security Agreement, dated June 30, 1995 pursuant to which Debtor pledged to Lender all of its right, title and interest in and to the Collateral (as hereinafter defined) to secure the payment and performance of the obligations under the Loan Agreement, recorded with the United States Patent and Trademark Office ("USPTO") on June 28, 1995, Reel 1383, Frame 0054 (as heretofore amended, modified and supplemented, the "Existing Kent Trademark Agreement") and (b) Debtor (as successor to the merger of USA Helmet with and into Kent International Inc.) and Lender entered into the Trademark Collateral Assignment and Security Agreement, dated June 30, 1995 pursuant to which Debtor pledged to Lender all of its right, title and interest in and to the Collateral (as hereinafter defined) to secure the payment and performance of the obligations under the Loan Agreement, recorded with the USPTO on June 28, 1995, Reel 1383, Frame 0136 (as heretofore amended, modified and supplemented, the "Existing USA Helmet Trademark Agreement", together with the Existing Kent Trademark Agreement, each individually an "Existing Trademark Agreement" and collectively, the "Existing Trademark Agreements"); and

WHEREAS, Lender and Debtor have entered or are about to enter into an amendment and restatement of the Existing Loan Agreement, pursuant to which Lender will continue to make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated as of December 17, 2015, by

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and between Lender and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein as "Financing Agreements", including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lender to continue to make loans and advances and to provide other financial accommodations to Debtor pursuant to the Loan Agreement and the other Financing Agreements, Debtor has agreed to amend and restate the Existing Trademark Agreements into a single agreement by executing and delivering to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Lender, and confirms, affirms, and restates and continues on the terms set forth herein its prior grant to Lender, a continuing security interest in and a general lien upon, and a conditional assignment of (which shall not be deemed to be a present or absolute assignment), the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other

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proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e hereof.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Lender to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Lender to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or

agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Lender within thirty (30) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Debtor shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Lender.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Lender shall determine is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the

Collateral or the benefits of this Agreement granted to Lender, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Lender if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Lender, Debtor, at Debtor's expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and reasonable legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and reasonable legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Lender, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest

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granted to Lender by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Lender may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its discretion determine. Debtor shall remain liable to Lender for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Lender on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Lender or to Lender's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Lender in exercising any of its options, power or

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rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Lender may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND LENDER EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND LENDER EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN

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EVIDENCE OF THE CONSENT OF DEBTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Lender shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Lender. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Kent International Inc. 60 East Halsey Road Parsippany, New Jersey 07054 Attention: Arnold Kamler Telephone No.: (973) 434-8180 Telecopy No.: (973) 434-8189
If to Lender:	Wells Fargo Bank, National Association 100 Park Avenue New York, New York 10017 Attention: Portfolio Manager Telephone No.: (212) 840-2000 Telecopy No.: (212) 545-4283

(b) Notices and other communications to Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Lender or as otherwise determined by Lender. Unless Lender otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the

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normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any

TRADEMARK
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such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

8. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Debtor is indebted to Lender in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations to Debtor under the Existing Loan Agreement, the Existing Trademark Agreements or the other Existing Financing Agreements, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Debtor to Lender without offset, defense, or counterclaim of any kind, nature or description whatsoever. Debtor hereby ratifies, assents, adopts and agrees to pay all of the Obligations arising before, on or after the date hereof.

(b) Debtor hereby acknowledges, confirms and agrees that Lender has, and shall continue to have, valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Lender pursuant to the Existing Trademark Agreements to secure all of the Obligations subject only to liens permitted under the Loan Agreement and the other Financing Agreements.

(c) Debtor hereby acknowledges, confirms and agrees that: (i) each of the Existing Trademark Agreements has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof; (ii) the agreements and obligations of Debtor contained in the Existing Trademark Agreements constitute legal, valid and binding obligations of Debtor enforceable against it in accordance with the terms thereof, and Debtor has no valid defense, offset or counterclaim to the enforcement of such obligations; and (iii) Lender is entitled to all of the rights, remedies and benefits provided for in the Existing Financing Agreements.

(d) Except as otherwise stated in Section 8(b) hereof and in this Section 8(d), as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreements are hereby amended and restated in their entirety, and as so amended and restated, are replaced and superseded by the terms, conditions agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Debtor for the obligations or the security interests and liens heretofore granted, pledged or assigned to Lender. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Trademark Agreements and any of the other Existing Financing Agreements to which Debtor is a party, and the liens and security interests securing such indebtedness and other obligations and liabilities shall not in any manner be impaired, limited, terminated, waived or released.

[Signatures Follow on Next Page]

TRADEMARK
REEL: 005702 FRAME: 0849

IN WITNESS WHEREOF, Debtor and Lender have executed this Agreement as of the day and year first above written.

KENT INTERNATIONAL INC.

By: _____
Name: Scott Kamler
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Sang Kim
Title: Authorized Signatory

IN WITNESS WHEREOF, Debtor and Lender have executed this Agreement as of the day and year first above written.

KENT INTERNATIONAL INC.

By: _____
Name: Scott Kamler
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Sang Kim
Title: Authorized Signatory

[Signature Page to Amended and Restated Trademark Collateral Assignment and Security Agreement – Kent]

STATE OF NEW JERSEY)
ss.:
COUNTY OF MORRIS)

On this 17th day of December, 2015, before me personally came Scott Kamler, to me known, who being duly sworn, did depose and say, that he is the President of Kent International Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Notary Public

JOSE A. TAMAYO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/17/2017

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

On this _____ day of December, 2015, before me personally came Sang Kim, to me known, who, being duly sworn, did depose and say, that he is an authorized signatory of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Notary Public

STATE OF NEW JERSEY)
ss.:
COUNTY OF MORRIS)

On this 17th day of December, 2015, before me personally came Scott Kamler, to me known, who being duly sworn, did depose and say, that he is the President of Kent International Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

_____
Notary Public

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

On this 17 day of December, 2015, before me personally came Sang Kim, to me known, who, being duly sworn, did depose and say, that he is an authorized signatory of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Maria Camacho
Notary Public

MARIA CAMACHO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5086952
Qualified in Nassau County
My Commission Expires October 27, 2017

[Signature Page to Amended and Restated Trademark Collateral Assignment and Security Agreement – Kent]

EXHIBIT A
TO
AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

(See Attached)

TRADEMARK	COUNTRY	Products Classes	CASE NUMBER	APPLICATION NUMBER	FILING DATE	EFFECTIVE/ REGISTRATION DATE	RENEWAL DATE	REGISTRATION NUMBER	ATTORNEY	STATUS
ABK	Canada	Bike Accessories/Helmets/ Protective Padding		1675740					BAL, JKS	Pending
	Chile	Bike Accessories/Helmets/ Protective Padding		1106219					BAL, JKS	Pending
	Columbia	Bike Accessories/Helmets/ Protective Padding	57375-505303	14183647		5/29/2015	5/29/2025	516982	BAL, JKS	REGISTERED
	Mexico	Bike Accessories/Helmets/ Protective Padding							BAL, JKS	Pending
	Peru	Bike Accessories/Helmets/ Protective Padding							BAL, JKS	Pending
	USA	Bike Accessories/Helmets/ Protective Padding		86/215672					BAL, JKS	Published
									BAL, JKS	
ACCU-FIT	USA	Helmets	57375-500100	77/697009	3/23/2009	4/27/2010	4/27/2020	3782527	BAL, JKS	REGISTERED
									BAL, JKS	
AVALON	USA	Bikes	57375-500900	76/386887	3/25/2002	9/9/2003	9/9/2023	2762668	BAL, JKS	REGISTERED
									BAL, JKS	
AMBUSH	USA	Bikes	57375-504800	85/944025		2/25/2014		4489653	BAL, JKS	REGISTERED
									BAL, JKS	
BACKBONE	USA	Bikes	57375-501000	76/386886	3/25/2002	3/16/2004	3/16/2024	2823867	BAL, JKS	REGISTERED
	USA	bikes	57375-501090	77/507581	6/25/2008	5/26/2009	5/26/2019	3628569	BAL, JKS	REGISTERED
									BAL, JKS	
BCA	Canada	Bikes/Bike accessories		1618327					BAL, JKS	Published
	European Community	Bikes/Bike accessories						1158636	BAL, JKS	Registered
	Int'l Registration-Madrid Agreement/Prtocol	Bikes/Bike accessories						1158636	BAL, JKS	Registered

TRADEMARK	COUNTRY	Products Classes	CASE NUMBER	APPLICATION NUMBER	FILING DATE	EFFECTIVE/ REGISTRATION DATE	RENEWAL DATE	REGISTRATION NUMBER	ATTORNEY	STATUS
	USA	Bikes/Bike accessories		85/875772					BAL, JKS	Allowed
	USA	Helmets/Scooters		86/272179					BAL, JKS	Allowed
									BAL, JKS	
CAPSTONE	Canada	Bike Accessories/Helmets	57375-506301	86/633419	5/19/2015				BAL, JKS	Pending
	USA	Bike Accessories/Helmets	57375-506300	86/633419					BAL, JKS	Intent to use
									BAL, JKS	
Carolina Classic	Canada	Bikes		1661385					BAL, JKS	Published
	Mexico	Bikes		1452167				1471597	BAL, JKS	Registered
	USA	Bikes		86/061137					BAL, JKS	Allowed
									BAL, JKS	
Charleston	Canada	Bike Accessories/Helmets		1725538					BAL, JKS	Pending
	Mexico	Helmets		1604812				1543219	BAL, JKS	REGISTERED
	Mexico	Bike/Bike Accessories		1604814					BAL, JKS	Pending
	Mexico	Protective Padding		1604816					BAL, JKS	Pending
	USA	Helmets/Bike Accessories		86/368721					BAL, JKS	Allowed
									BAL, JKS	
Concord	Canada	Bikes	057375-505101	1643060	9/11/2013				BAL, JKS	Published
	USA	Bikes		86/604647					BAL, JKS	Pending
									BAL, JKS	
COPILOT	USA	bikes	57375-501300	78/632734	5/18/2005	12/15/2009	12/15/2019	3725596	BAL, JKS	REGISTERED
	CANADA	Bikes	57375-501301	1259042	5/26/2005	6/7/2007	6/7/2022	TMA689327	BAL, JKS	REGISTERED
	AUSTRALIA	Bikes	57375-501400	1023730	10/5/2004	6/8/2005	10/5/2014	1023730	BAL, JKS	REGISTERED
	NEW ZEALAND	Bikes	57375-501401	719738	10/4/2004	4/6/2006	10/4/2014	719378	BAL, JKS	REGISTERED
									BAL, JKS	
GENESIS	USA	Bikes	57375-500300	77/769989	6/29/2009	8/10/2010	8/10/2020	3832894	BAL, JKS	REGISTERED
	Mexico	Helmets/Protective padding		1580329					BAL, JKS	Pending
	Chile	bikes	57375-500305	1145395					BAL, JKS	Published
	Brazil	Bikes		909065810					BAL, JKS	Published
	Columbia	Bikes		15104133					BAL, JKS	Pending
	Panama	Bikes		238799-01					BAL, JKS	Pending
	Peru	Bikes	57375-500303	608081		2/1/2015	2/19/2025	1540960	BAL, JKS	REGISTERED
									BAL, JKS	
GIORDANO	USA	Helmets	57375-500400	77/805908	8/17/2009	6/12/2012	6/12/2022	4158164	BAL, JKS	REGISTERED

TRADEMARK	COUNTRY	Products Classes	CASE NUMBER	APPLICATION NUMBER	FILING DATE	EFFECTIVE/ REGISTRATION DATE	RENEWAL DATE	REGISTRATION NUMBER	ATTORNEY	STATUS
	CANADA	bikes/helmets	57375-500401	1448627	8/18/2009			TMA870,688	BAL, JKS	REGISTERED
	USA	Bikes	57375-500490	77/982414	8/17/2009	10/18/2011	10/18/2021	4042822	BAL, JKS	REGISTERED
									BAL, JKS	
Gordita	USA	Bikes	57375-505500	86/604153		10/27/2015			BAL, JKS	REGISTERED
iBert	European Union	Child Carriers	2015/15776	14807424	11/18/2015				Clarke,Modet	Filed
Jersey	USA	Skateboards	57375-505800	86/597597		10/27/2015			BAL, JKS	REGISTERED
									BAL, JKS	
Jersey Boards	USA	Skateboards		86/597598					BAL, JKS	Pending
									BAL, JKS	
Jersey Skateboards	Usa	Skateboards	57375-505600	86/597603		11/3/2015			BAL, JKS	REGISTERED
									BAL, JKS	
Jersey Longboards	USA	Skateboards	57375-506100	86/602647		11/3/2015			BAL, JKS	REGISTERED
									BAL, JKS	
KENT	USA	Bikes/Scooters	57375-502000	73/648401	3/9/1987	9/29/1987	9/27/2017	1459157	BAL, JKS	REGISTERED
	AUSTRALIA	Bikes	57375-502003	1212304	11/26/2007	12/8/2008	11/26/2017	1212304	BAL, JKS	REGISTERED
	CANADA	Bikes/Scooters/Tricycles/Bike Accessories	57375-502004	1259033	5/26/2005	11/27/2006	11/27/2021	TMA677631	BAL, JKS	REGISTERED
	CHINA	Bikes/Scooters/Tricycles	57375-502005	354742	10/14/1988	7/20/1989	7/19/2019	354742	BAL, JKS	REGISTERED
	Panama	Bikes	57375-502012	238801-01		9/7/2015	9/7/2025	238801-01	BAL, JKS	REGISTERED
	TAIWAN	Bike/Bike Accessories/	57375-502007	92009882	2/25/2003	10/16/2004	10/15/2014	1123117	BAL, JKS	REGISTERED
	Columbia	Bikes/Scooters		A0048446				1240929	BAL, JKS	Registered
	Peru	Bikes		608080					BAL, JKS	PUblished
	USA		57375- 502014	73648401		2/18/2015	2/17/2025	1 240 929	BAL, JKS	REGISTERED
	Mexico	Bikes/Scooters		A0048446				1240929	BAL, JKS	REGISTERED
	Phillipines								BAL, JKS	To be abandoned
	Chile	Bikes	57375-502011	1145398					BAL, JKS	Published
	Brazil	Bikes		909065845					BAL, JKS	Published
	EU	bikes/helmets/accessories/protective devices/balnace bikes		14089247					BAL, JKS	Pending Registration
KENT A CENTURY OF CYCLING and Design	AUSTRALIA		57375-502200	1212303	11/26/2007	7/14/2008	11/26/2017	1212303	BAL, JKS	REGISTERED
									BAL, JKS	
KENT and Design	TAWAIN		57375-502100	71003384	2/10/1982	12/16/1982	12/15/2022	200278	BAL, JKS	REGISTERED
									BAL, JKS	

TRADEMARK	COUNTRY	Products Classes	CASE NUMBER	APPLICATION NUMBER	FILING DATE	EFFECTIVE/ REGISTRATION DATE	RENEWAL DATE	REGISTRATION NUMBER	ATTORNEY	STATUS
KID FACTOR	USA		57375-502300	78/416423	5/11/2004	8/9/2005	8/9/2015	2983206	BAL, JKS	To be abandoned
									BAL, JKS	
KIDZ PRODUCTS.COM	USA		57375-500800	78/848369	3/28/2006	2/6/2007	2/6/2017	3205790	BAL, JKS	REGISTERED
									BAL, JKS	
LA JOLLA	USA	Bicycles	57375-506400	86/673124					BAL, JKS	Published
	CANADA	Bicycles		1734557	6/25/2015				BAL, JKS	Published
MARGATE	USA	Bikes	57375-505900	86/603319		10/27/2015			BAL, JKS	REGISTERED
									BAL, JKS	
Nasty	USA	Bikes	57375-506200	86/605783					BAL, JKS	Published
									BAL, JKS	
NORTH WOODS	USA	Bikes	57375-502700	74/331786	11/16/1992	10/25/1994	10/25/2014	1860355	BAL, JKS	REGISTERED
	CHINA		57375-502701	677488	2/14/1994	2/14/1994	2/13/2014	677488	BAL, JKS	REGISTERED
	Peru	Bikes	57375-502702	229196		9/21/2015	9/21/2025	229196	BAL, JKS	REGISTERED
POWERTRAX	Canada	Skateboards/Helmets /Bike Accessories		1618326					BAL, JKS	Published
									BAL, JKS	
RAMPAGE	USA	Bikes	57375-502800	77/686581	3/9/2009	9/22/2009	9/22/2019	3685908	BAL, JKS	REGISTERED
									BAL, JKS	
SHOGUN	USA	Bikes/Tricycles,Scooters,Carriers, Bike accessories	57375-502900	78/374099	2/25/2004	9/6/2005	9/6/2015	2993324	BAL, JKS	REGISTERED
	Australia				4/28/2015				BAL, JKS	Pending
									BAL, JKS	
SUPERA	Canada	Bikes, Helmets, Protective Padding		1651389					BAL, JKS	Published
									BAL, JKS	
TAKARA	USA	Bikes	57375-500200	77/169991	6/29/2009	10/5/2010	10/5/2020	3857909	BAL, JKS	REGISTERED
	Canada	Bikes		1507032				TMA887590	BAL, JKS	REGISTERED
	Peru	Bikes	57375-500202	00229197		9/22/2015	9/22/2025	229197	BAL, JKS	REGISTERED
Thruster	Canada	Bikes, Scooters, Skateboards, Helmets, Protective Padding		1572496				TMA900398	BAL, JKS	Registered
	USA	Bikes		78/408920				3616049	BAL, JKS	Registered
	USA	Helmets		85/869535				4523158	BAL, JKS	
									BAL, JKS	
Thruster and Design	China	Bikes		680458				680458	BAL, JKS	REGISTERED
									BAL, JKS	
Thruster Rage	USA	Bikes		85/967358				4475067	BAL, JKS	REGISTERED

TRADEMARK	COUNTRY	Products Classes	CASE NUMBER	APPLICATION NUMBER	FILING DATE	EFFECTIVE/ REGISTRATION DATE	RENEWAL DATE	REGISTRATION NUMBER	ATTORNEY	STATUS
									BAL, JKS	
VENUS	USA	Bikes/Tricycles/Carriers	57375-503400	76/422391	6/19/2002	2/17/2014	2/17/2024	2815574	BAL, JKS	REGISTERED
									BAL, JKS	
VERTEBRAE	USA	Bikes	57375-503500	76/407883	5/15/2002	5/11/2004	5/11/2004	2841085	BAL, JKS	REGISTERED
									BAL, JKS	
VITESSE	Canada	Bike Seats		1609938					BAL, JKS	Published
	USA	Bikes/Bike Seats		85/683720				4405666	BAL, JKS	Registered
									BAL, JKS	
Weeride	Australia	Bikes/ Bike Accessories/ Child carriers		1023731				1023731	BAL, JKS	Registered
	Canada	Bikes/ Bike Accessories/ Child carriers		1259034				TMA677303	BAL, JKS	Registered
	New Zealand	Bikes/ Bike Accessories/ Child carriers		719369				719369	BAL, JKS	Registered
	USA	Child Carriers		76/391441				2765406	BAL, JKS	Registered
	Europe	Bikes/Bike Accessories/ Trailers			5/27/2015	5/27/2015	27-May	14169767	BAL, JKS	REGISTERED
	China	Child Carriers	57375-503805	17236273	10/27/2015				BAL, JKS	Filed
Westville	USA	Bikes	57375-506000	86/603307		10/27/2015			BAL, JKS	REGISTERED
									BAL, JKS	
X-FACTOR	USA	Bikes/Bike Accessories	57375-503900	75/806138	9/22/1999	11/2/2004	11/2/2014	2900064	BAL, JKS	REGISTERED
									BAL, JKS	

EXHIBIT B
TO
AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List Of Licenses

None

TRADEMARK
REEL: 005702 FRAME: 0860

EXHIBIT C
TO
AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF NEW JERSEY)
ss.:
COUNTY OF MORRIS)

KNOW ALL MEN BY THESE PRESENTS, that Kent International Inc. ("Debtor"), having an office at 60 East Halsey Road, Parsippany, New Jersey 07054, hereby appoints and constitutes, severally, Wells Fargo Bank, National Association ("Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Lender (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Lender.

Dated: December 17, 2015

KENT INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

3819054.4

TRADEMARK
REEL: 005702 FRAME: 0861

STATE OF NEW JERSEY)
ss.:
COUNTY OF MORRIS)

On this _____ day of December 2015, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Kent International Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

_____
Notary Public

3819054.4