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
MCKENZIE SPORTS PRODUCTS, LLC		03/30/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P.
Street Address:	355 NORTH MAPLE DRIVE
Internal Address:	SUITE 240
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	0929722	VAN DYKE'S
Registration Number:	3736077	WALL HABITAT
Registration Number:	2427692	ORIGINAL CREATIONS
Registration Number:	2413936	ARTISTRY IN FIRE & GLASS
Registration Number:	1661348	BALMEX
Registration Number:	1521551	DAKOTA FLESHER
Registration Number:	1391564	VAN DYKE'S
Registration Number:	1326518	TRANS-LA-TEX
Registration Number:	1267501	CURATAN
Registration Number:	1267482	TANNIUM
Registration Number:	1208408	FLEXIFORM
Registration Number:	1090914	FULL-FLEX

CH $390.00 0929722

Registration Number:	0972542	FLEX-A-MOVE
Registration Number:	2447628	
Serial Number:	85460596	

CORRESPONDENCE DATA

Fax Number: (213)830-8743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: KIMBERLEY A. LATHROP

Address Line 1: 355 SOUTH GRAND AVENUE, SUITE 4400

Address Line 2: BINGHAM MCCUTCHEN LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3212227.359400
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	04/02/2012

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 30th day of March, 2012, by McKenzie Sports Products, LLC, a North Carolina limited liability company ("**Grantor**"), in favor of Levine Leichtman Capital Partners IV, L.P., in its capacity as Agent for the Noteholders party to the Note Purchase Agreement (defined below) (herein, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Noteholders identified therein are parties to that certain Note Purchase Agreement dated as of March 30, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), providing for the issuance of notes by Grantor (or one or more affiliates thereof) to the Noteholders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 30, 2012, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Note Purchase Agreement and Collateral Agreement. The Note Purchase Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. Upon (i) the termination of the Collateral Agreement, (ii) a sale, transfer or other disposition expressly permitted by the Note Purchase Agreement or the Collateral Agreement, or (iii) the release of any Grantor expressly permitted by the Note Purchase Agreement, promptly upon the request of Grantor, Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement, all without representation or warranty by Grantee and at Grantor's sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MCKENZIE SPORTS PRODUCTS, LLC

By: _____
Name: David Sachs
Title: President and Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

LEVINE LEICHTMAN CAPITAL PARTNERS, INC., a California corporation

On behalf of LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., a Delaware limited partnership, as Agent

By: _____
Name: Steven Hartman
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
Van Dyke's	0929722	2/22/1972	USPTO
Wall Habitat	3736077	1/12/2010	USPTO
Original Creations	2427692	2/6/2001	USPTO
Artistry In Fire & Glass	2413936	12/19/2000	USPTO
Balmex	1661348	10/22/1991	USPTO
Dakota Flesher	1521551	1/24/1989	USPTO
Van Dyke's	1391564	4/29/1986	USPTO
Trans-La-Tex	1326518	3/26/1985	USPTO
Curatan	1267501	2/21/1984	USPTO
Tannium	1267482	2/21/1984	USPTO
Flexiform	1208408	9/14/1982	USPTO
Full-Flex	1090914	5/9/1978	USPTO
Flex-A-Move	0972542	11/6/1973	USPTO
(Design Only)	2447628	5/1/2001	USPTO

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
(Design Only)	85460596	10/31/2011	USPTO