

RECORDATION FORM COVER SHEET
PATENTS 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)

CamelBak Products, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s) June 21, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

See attached Schedule A.

☒ This document is being filed together with a new application.

B. Patent No.(s)

See attached Schedule A.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address 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: 800-342-3674

Fax Number: 800-962-7049

Email Address:

6. Total number of applications and patents involved: 27

7. Total fee (37 CFR 1.21(h) & 3.41) \$1,080-

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment information

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number

Authorized User Name

9. Signature:

Yehayra Reyes
Signature

June 21, 2010
Date

Yehayra Reyes
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

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, V.A. 22313-1480

OP \$1080.00 11452140

Schedule A
to
Grant of Patent Security Interest

Patents Issued:

Patent No.	Issue Date	Title	Inventor(s)
5,727,714	3/17/1998	Personal Hydration Device with Improved Exit Valve	Roger R. Fawcett
D366,776	9/29/1998	Pack with Pocket	Roger R. Fawcett
6,070,767	6/6/2000	Personal Hydration System with an Improved Mouthpiece	Gary D. Gardner, Cynthia A. Peters, Robert Choi
6,032,831	3/7/2000	Personal Hydration System with an Improved Mouthpiece	Gary D. Gardner, Robert Choi, Cynthia A. Peters
6,364,166	4/2/2002	Personal Hydration System with an Improved Mouthpiece	Gary D. Gardner, Robert Choi, Cynthia A. Peters
D411,915	7/13/1999	Backpack for Holding Liquid	29/090,917 7/20/1998
6,497,348	12/24/2002	Hydrating System with Improved Fluid Delivery System	Barley A. Forsman, Robert Choi
6,675,998	1/13/2004	Hydration System with Improved Fluid Reservoir	Barley A. Forsman, Robert Miros, Robert Choi
6,820,780	11/23/2004	Neck-Supported Fluid Reservoir, Hydration Systems, and Pack Assemblies Including the Same	Barley A. Forsman, Robert Miros, Robert Choi
7,070,075	7/4/2006	Hydration System with Improved Fluid Reservoir	Barley A. Forsman, Robert Miros, Robert Choi
7,083,243	8/20/2006	Hydration System with Improved Fluid Reservoir	Barley A. Forsman, Robert Miros, Robert Choi
6,808,015	6/21/2005	Personal Hydration System with Component Connectivity	Robert Choi, Herbert Douglas, Barley A. Forsman, Jeremy Gallen
7,073,888	7/11/2006	Personal Hydration System with Component Connectivity	Robert Choi, Herbert Douglas, Barley A. Forsman, Jeremy Gallen
6,882,915	5/17/2005	Pack Frame Assembly with Hydration Systems Incorporating the Same	Vincent Mares
7,201,288	4/10/2007	Waist-Mounted Hydration System	Barley A. Forsman
7,533,783	5/19/2009	Drink Bottles with Bite-Actuated Mouthpieces	Robert Choi, Barley A. Forsman, Jeremy Gallen
D547,606	7/31/2007	Bite-Actuated Mouthpiece	Barley A. Forsman
D547,607	7/31/2007	Drink Bottle Cap	Barley A. Forsman
6,826,342	9/30/2008	Backpack Having a Modular Frame	Dana W. Gleason

Patents Pending:

Applicant's Name	Date Filed	Application Number	Invention	Inventor(s)
CamelBak Products, LLC	6/12/2006	11,462,140	Personal Hydration System with Component Connectivity	Robert Choi, Barley A. Forsman, Jeremy Galten, Nicholas R. Vitale
CamelBak Products, LLC	1/11/2008	11,330,801	Freeze Resistant Hydration Systems	Vincent C. Mares
CamelBak Products, LLC	10/26/2006	11,568,476	Drink Bottles with Bite-Actuated Mouthpieces	Robert Choi, Barley A. Forsman, Jeremy Galten
CamelBak Products, LLC	6/5/2008	12,133,954	Drink Bottles	Robert Choi, Barley A. Forsman, Jeremy Galten
CamelBak Products, LLC	1/21/2009	12,357,114	Drink Containers	Jeff Davies, Derek Sullivan
CamelBak Products, LLC	5/13/2009	12,465,015	Multi-Layered Drink-Containers and Methods of Assembling Multi-Layered Drink-Containers	Chris Blain
CamelBak Products, LLC	12/8/2009	12,633,691	Personal Hydration Systems, Dryer Mechanisms for Use with Personal Hydration Systems, and Methods of Drying Personal Hydration System Reservoirs	Leonard John Duran
CamelBak Products, LLC	1/18/2010	61,295,840	Water Purifying Drink Containers	Chris Blain

Grant of Patent Security Interest

Whereas, CAMELBAK PRODUCTS, LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

Whereas, CamelBak Products, LLC, a Delaware limited liability company ("**Company**"), **GBK Holdings, LLC**, a Delaware limited liability company ("**Parent**"), and **CamelBak Group, LLC**, a Delaware limited liability company ("**Holdings**"), have entered into a Credit Agreement dated as of June 21, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), SunTrust Bank, as Syndication Agent, General Electric Capital Corporation and NewStar Financial, Inc., as Co-Documentation Agents, and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

Whereas, Company may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements with one or more Hedge Agreement Counterparties; and

Whereas, pursuant to the terms of a Security Agreement dated as of June 21, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in, all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it exists on the date of this Agreement, or as it may hereafter be amended in the State of New York (the "Patent Collateral**"):**

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and**
- (i) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance**

(whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall not be deemed to have granted a security interest in any of Grantor's rights or interests in or under, any license or contract if such grant would constitute or result in a violation of a valid and enforceable restriction (whether arising by contract or under law or governmental regulation) in favor of a third party or would render invalid such license or contract (in each case, other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code) or principles of equity); **provided, that** immediately upon the ineffectiveness, lapse or termination of any such provision, Grantor shall be deemed to have granted a security interest in all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

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In witness whereof, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21st day of June, 2010.

CAMELBAK PRODUCTS, LLC

By: 

Name: Jason Frame

Title: CFO