

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3337831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AMERICAN RECREATION PRODUCTS, LLC	04/02/2015

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 ABERNATHY ROAD, SUITE 1600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	8864223
Application Number:	29466359
Application Number:	61904635
Application Number:	61902628
Application Number:	14211384
Application Number:	14244172
Application Number:	14256310
Application Number:	14182641
Application Number:	61954350
Application Number:	62058311
Application Number:	61975100
Application Number:	14244069
Application Number:	61988531
Application Number:	62005202
Application Number:	61994342
Application Number:	62005207
Application Number:	29491086
Application Number:	62026863
Application Number:	14340038
Application Number:	14478688

PATENT

Property Type	Number
Application Number:	14497912
Application Number:	62095899
Application Number:	62085693
Patent Number:	5609279
Patent Number:	5626271
Patent Number:	D441113
Patent Number:	6073282
Patent Number:	6175976
Patent Number:	6296003
Patent Number:	6292961
Patent Number:	D465004
Patent Number:	D478645
Patent Number:	D470599
Patent Number:	6772779
Patent Number:	6866055
Patent Number:	D512874
Patent Number:	D529338
Patent Number:	7849534
Patent Number:	D534614
Patent Number:	D562930
Patent Number:	D600755
Patent Number:	8051509

CORRESPONDENCE DATA

Fax Number: (678)553-2236

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.

Phone: 6785531721

Email: dyerj@gtlaw.com

Correspondent Name: JENNIFER HAYS

Address Line 1: GREENBERG TRAUIG, LLP

Address Line 2: 3333 PIEDMONT RAOD NE, SUITE 2500

Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.022500
NAME OF SUBMITTER:	JENNIFER HAYS
SIGNATURE:	/jennifer hays/
DATE SIGNED:	05/04/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 13

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of April, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (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 Credit Agreement dated as of April 2, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Exxel Outdoors, LLC, a Delaware limited liability company ("Exxel"), and American Recreation Products, LLC, a Delaware limited liability company ("AmRec"; together with Exxel, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, and Wells Fargo as sole lead arranger and sole book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 2, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement";) and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby ratifies the grant of a Security Interest as set forth in the Guaranty and Security Agreement and hereby further unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent 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 "Patent Collateral");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent 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 other members of the Lender Group, the Bank Product Providers 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 Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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.

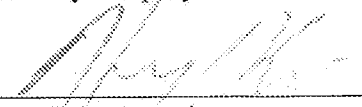
6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken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

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, SERVICE OF PROCESS AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, SERVICE OF PROCESS AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

GRANTORS:


EXXEL OUTDOORS, LLC, a Delaware limited liability company

By: 
Name: Harry Kazazian
Title: Manager

AMERICAN RECREATION PRODUCTS LLC, a Delaware limited liability company

By: 
Name: Harry Kazazian
Title: Manager

SIERRA DESIGNS ACQUISITION COMPANY, LLC, a Delaware limited liability company

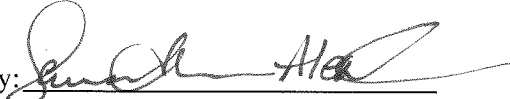
By: 
Name: Harry Kazazian
Title: Manager

[EXXEL -- PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking
association, as Agent

By: 

Name: Samantha Alexander

Title: Director

[EXXEL – PATENT SECURITY AGREEMENT]

**PATENT
REEL: 035556 FRAME: 0736**

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application No.	Patent No.	Filing Date
American Recreation Products, LLC	US	Quad Chair Having a Tray Assembly and Method of Using	13/686,035	8,864,223	10/21/2014
American Recreation Products, LLC	Canada	Quad Chair Having a Tray Assembly and Method of Using	2,798,447		
American Recreation Products, LLC	Australia	Quad Chair Having a Tray Assembly and Method of Using	2013200468		
American Recreation Products, LLC	US	Sleeping Bag	29/466,359		
American Recreation Products, LLC	US	Collapsible Chair Having a Removable Seat Pad	61/904,635		
American Recreation Products, LLC	US	Sleeping Bag with Self-Sealing Vented Footbox	61/902,628		
American Recreation Products, LLC	US	Sleeping Bag (Backcountry Bed)	14/211,384		
American Recreation Products, LLC	US	Quilt (Backcountry Quilt)	14/244,172		

Grantor	Country	Patent	Application No.	Patent No.	Filing Date
American Recreation Products, LLC	US	Sleeping Bag (Mobile mummy) (Filed as SHELL WITH ARM PORTS)	14/256,310		
American Recreation Products, LLC	PCT	Sleeping Bag	PCT/US2014/027427		
American Recreation Products, LLC	PCT	Sleeping Bag (Filed as SHELL WITH ARM PORTS)	PCT/US2014/34630		
American Recreation Products, LLC	PCT	Quilt (Backcountry Quilt)	PCT/US2014/032752		
American Recreation Products, LLC	US	Convertible Luggage Assembly	14/182,641		
American Recreation Products, LLC	US	Illuminative Shelter Structure	61/954,350		
American Recreation Products, LLC	US	Hooded Garment	62/058,311		
American Recreation Products, LLC	US	Inflatable device having integrated bellows	61/975,100		
American Recreation Products, LLC	EU	Sleeping Bag	002419549	002419549-001	3/6/2014
American Recreation Products, LLC	Canada	Sleeping Bag	155506		

Grantor	Country	Patent	Application No.	Patent No.	Filing Date
American Recreation Products, LLC	PCT	Sleeping bag with self-sealing, vented footbox	PCT/US2014/032756		
American Recreation Products, LLC	US	Sleeping bag with self-sealing, vented footbox	14/244,069		
American Recreation Products, LLC	US	Pack Having One-Piece, Seamless Bodyside Liner	61/988,531		
American Recreation Products, LLC	US	Sleeping Bag Having an Opening	62/005,202		
American Recreation Products, LLC	US	Tensegrity Structure	61/994,342		
American Recreation Products, LLC	US	Articulating Load Bearing Suspension System for Use with Body Armor	62/005,207		
American Recreation Products, LLC	US	Tensegrity Structure (Design Application)	29/491,086		
American Recreation Products, LLC	EU	Sleeping Bag	002419549	002419549-0002	3/6/2014
American Recreation Products, LLC	US	Backpack Having Horizontal Expansion	62/026,863		
American Recreation Products, LLC	US	Load-Bearing Belt	14/340,038		
American Recreation Products, LLC	US	Collapsible Chair Having a Removable Seat Pad	14/478,688		

Grantor	Country	Patent	Application No.	Patent No.	Filing Date
American Recreation Products, LLC	US	Multi-Purpose Receptacle Having an Integrated Inflatable Pillow Therein	14/497,912		
American Recreation Products, LLC	Canada	Sleeping Bag	160422		
American Recreation Products, LLC	US	All Terrain Cart (filed as "Handcart Having Collapsible Table")	62/095,899		
American Recreation Products, LLC	EP	Tensegrity Structure	002577957	00257795 7-002	3/6/2014
American Recreation Products, LLC	US	Garment Having Vented Hood and Integrated Hand Coverings	62/085,693		
American Recreation Products, LLC	US	Child Carrier	08/502,489	5,609,279	03/11/1997
American Recreation Products, LLC	US	Child Carrier with Kickstand	08/514,186	5,626,271	05/06/1997
American Recreation Products, LLC	US	Combined Floodlight and Sensor	29/082,320	D441,113	04/24/2001
American Recreation Products, LLC	US	Adjustable Length Sleeping Bag	09/245,490	6,073,282	06/13/2000
American Recreation Products, LLC	US	Sleeping Bag with Adjustable Foot Space	09/374,926	6,175,976	01/23/2001

Grantor	Country	Patent	Application No.	Patent No.	Filing Date
American Recreation Products, LLC	US	Versatile Tent Door	09/638,379	6,296,003	10/02/2001
American Recreation Products, LLC	US	Sleeping Bag Device	09/638,381	6,292,961	09/25/2001
American Recreation Products, LLC	US	Pentagon Tent	29/134,816	D465,004	10/29/2002
American Recreation Products, LLC	US	Tent	29/161,831	D478,645	08/19/2003
American Recreation Products, LLC	US	Pentagon Tent	29/164,586	D470,559	02/18/2003
American Recreation Products, LLC	US	Tent with Storage Receptacle	10/241,817	6,772,779	08/10/2004
American Recreation Products, LLC	US	Tent with Truss System	10/439,281	6,866,055	03/15/2005
American Recreation Products, LLC	US	Beverage Bottle	29/197,862	D512,874	12/20/2005
American Recreation Products, LLC	US	Beverage Bottle	29/200,545	D529,338	10/03/2006
American Recreation Products, LLC	US	Sleeping Bag with Vented Footbox	10/821,334	7,849,534	12/14/2010
American Recreation Products, LLC	US	Tent with Ridge Pole	29/243,787	D534,614	01/02/2007

Grantor	Country	Patent	Application No.	Patent No.	Filing Date
American Recreation Products, LLC	US	Tent with Two Ridge Poles	29/277,609	D562,930	02/26/2008
American Recreation Products, LLC	US	Aisle Banner	29/327,155	D600,755	09/22/2009
American Recreation Products, LLC	US	Heated Sleeping Bag	12/511,221	8,051,509	11/08/2011

Patent Licenses

Title	Parties	Date Granted	Amendments
License Agreement	By and American Recreation Products, LLC, and Robert E. Gillis d/b/a Shelter Systems	Dated as of 2003	
License Agreement	By and between American Recreation Products, LLC, and Robert H. Howe	Dated as of January 1, 1996	
Patent License Agreement	By and between American Recreation Products, LLC, and Inkling, Inc.	Dated as of January 1, 2009	
License Agreement	By and between American Recreation Products, LLC, and Kryptek Outdoor Group, LLC	Dated as of October 4, 2013	
Patent License Agreement	By and between American Recreation Products, LLC, and Thule AB	Dated as of January 8, 2015	

Licensing Agreement	By and between American Recreation Products, LLC, and Point Blank Enterprises, Inc.	Dated as of July 20, 2014	
License Agreement	By and between American Recreation Products, LLC and Rick Ridgeway Productions, Inc.	Dated as of May 1, 1989	As amended by that certain License Extension and Amendment, dated as of March 25, 1992, that certain Renewal of License Agreement dated as of August 21, 2007, that certain Letter Agreement dated as of September 20, 2010 and that certain Letter Agreement dated as of January 20, 2015.
Signature Athlete Agreement	By and between American Recreation Products, LLC, and Peter Bakwin	Dated as of May 1, 2012	
Signature Athlete Agreement	By and between American Recreation Products, LLC, and Sage Canaday	Dated as of January 1, 2014	
Signature Athlete Agreement	By and between American Recreation Products, LLC, and Scott Jurek	Dated as of May 1, 2012	
Signature Athlete Agreement	By and between American Recreation Products, LLC, and Tony Krupicka	Dated as of May 1, 2012	
Signature Athlete Agreement	By and between American Recreation Products, LLC, and Jason Schlarb	Dated as of November 10, 2014	
Signature Athlete Agreement	By and between American Recreation Products, LLC, and Michael Yates	Dated as of January 1, 2014	
Signature Ambassador Agreement	By and between American Recreation Products, LLC, and Outback Outdoors Production, LLC	Dated as of October 1, 2013	
Signature	By and between American Recreation	Dated as of March	

Ambassador Agreement	Products, LLC, and Skull Bound	1, 2015	
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