

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
Kwik Tek, Inc.		04/17/2013	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	75602694	A
Serial Number:	78099950	SLASH
Serial Number:	78097362	FLASH
Serial Number:	78097364	SLICE
Serial Number:	78099933	HOT DOG
Serial Number:	78099945	BIG SHOT
Serial Number:	78097366	G-FORCE
Serial Number:	78099942	TURBO BLAST
Serial Number:	78099954	SLIDE
Serial Number:	78097356	BLAST
Serial Number:	75602693	AIRHEAD
Serial Number:	78118443	DRY PAK
Serial Number:	78099951	RIP
Serial Number:	78616477	AQUA ZOOKA

CH \$490.00 75602694

Serial Number:	78638263	SPORTSSTUFF
Serial Number:	77486758	DOABLE
Serial Number:	77634292	SCOOTR LOGIC
Serial Number:	85268897	SPORTSSTUFF
Serial Number:	85561991	RUSH

CORRESPONDENCE DATA

Fax Number: 2253433076
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 225-383-9000
Email: dpatty@mcglinchey.com
Correspondent Name: McGlinchey Stafford, PLLC
Address Line 1: 301 Main Street, 14th Floor
Address Line 4: Baton Rouge, LOUISIANA 70801

ATTORNEY DOCKET NUMBER:	017466.0167
NAME OF SUBMITTER:	R. Andrew Patty II
Signature:	/R. Andrew Patty II/
Date:	04/22/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT
(Kwik Tek, Inc.)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between Kwik Tek, Inc., a Colorado corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Secured Party"), and is executed pursuant to that certain Amended and Restated Credit Agreement dated as of December 27, 2012, among the Debtor, the other Obligated Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of December 27, 2012, among the Debtor and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether

now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 17th day of April, 2013.

DEBTOR:

KWIK TEK, INC.

By: Scott
Scott D. Evans
Vice President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: James Fallahay
James Fallahay
Vice President

ACKNOWLEDGMENT

STATE OF Pennsylvania)
)
COUNTY OF Delaware)

This instrument was acknowledged before me this 17 day of April, 2013, by Scott D. Evans, as Vice President of Kwik Tek, Inc., a Colorado corporation, on behalf of such corporation.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Delaney, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires April 27, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
Notary Public in and for the State of PA

My commission expires: 04/27/2015

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2013, by James Fallahay, as Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On April 17, 2013 before me, Maria A DuBry, Notary Public

personally appeared James Fallahay

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Trademark Security Agreement
Document Date: April 17, 2013 Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: James Fallahay Signer's Name: _____
 Corporate Officer — Title(s): VP Corporate Officer — Title(s): _____
 Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____
RIGHT THUMBPRINT OF SIGNER (Top of thumb here)
Signer Is Representing: _____

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No.	Registration No.	Filing/ Registration Date	Type of Mark
Kwik Tek Inc.	US	A	75/602694	2,390,409	Dec. 10, 1998/ Sep. 26, 2000	Trademark
Kwik Tek Inc.	US	SLASH	78/099950	2,625,288	Dec. 26, 2001/ Sep. 24, 2002	Trademark
Kwik Tek Inc.	US	FLASH	78/097362	2,628,436	Dec. 08, 2001/ Oct. 01, 2002	Trademark
Kwik Tek Inc.	US	SLICE	78/097364	2,628,437	Dec. 08, 2001/ Oct. 01, 2002	Trademark
Kwik Tek Inc.	US	HOT DOG	78/099933	2,633,717	Dec. 26, 2001/ Oct. 08, 2002	Trademark
Kwik Tek, Inc.	US	BIG SHOT	78/099945	2,663,359	Dec. 26, 2001/ Dec. 17, 2002	Trademark
Kwik Tek, Inc.	US	G-FORCE	78/097366	2,681,222	Dec. 08, 2001/ Jan. 28, 2003	Trademark
Kwik Tek, Inc.	US	TURBO BLAST	78/099942	2,681,241	Dec. 26, 2001/ Jan. 28, 2003	Trademark
Kwik Tek, Inc.	US	SLIDE	78/099954	2,693,411	Dec. 26, 2001/ Mar. 04, 2003	Trademark
Kwik Tek, Inc.	US	BLAST	78/097356	2,709,391	Dec. 08, 2001/ Apr. 22, 2003	Trademark
Kwik Tek, Inc.	US	AIRHEAD	75/602693	2,764,515	Dec. 10, 1998/ Sep. 16, 2003	Trademark
Kwik Tek, Inc.	US	DRY PAK	78/118443	2,774,144	Mar. 29, 2002/ Oct. 14, 2003	Trademark
Kwik Tek, Inc.	US	RIP	78/099951	2,884,038	Dec. 26, 2001/ Sep. 14, 2004	Trademark
Kwik Tek, Inc.	US	AQUA ZOOKA	78/616477	3,256,993	Apr. 25, 2005/ Jun. 26, 2007	Trademark
Kwik Tek, Inc.	US	SPORTSSTUFF	78/638263	3,259,302	May 26, 2005/ Jul. 03, 2007	Trademark
Kwik Tek, Inc.	US	DOABLE	77/486758	3,628,502	May 29, 2008/ May 26, 2009	Trademark
Kwik Tek, Inc.	US	SCOOTR LOGIC	77/634292	3,654,063	Dec. 16, 2008/ Jul. 14, 2009	Trademark
Kwik Tek, Inc.	US	SPORTSSTUFF	85/268897	4,059,307	Mar. 16, 2011/ Nov. 22, 2011	Trademark
Kwik Tek, Inc.	US	RUSH	85/561991		Mar. 06, 2012	Trademark