

Form PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings [arrows]

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CamelBak Products, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company (Delaware)

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 25, 2003

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address:

Street Address: One Front Street

City: San Francisco State: CA Zip: 94111

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Societe Anonyme - France

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see attached.

B. Trademark Registration No.(s) Please see attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark E. Miller, Esq.

Internal Address: O'Melveny & Myers LLP Embarcadero Center West

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41): \$ 305.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500639

DO NOT USE THIS SPACE

9. Signature.

Mark E. Miller, Esq. Name of Person Signing

[Signature] Signature

11-25-03 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SF1: 531760

700054257

TRADEMARK REEL: 002754 FRAME: 0551

CH \$265.00 500639 1576430

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**U.S. Trademarks:**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration No./ Date</u>
CamelBak Products, Inc.	CAMELBAK	73/797,876 filed 5/5/1989	1,576,430 1/9/90
CamelBak Products, Inc.	CAMELBAK	74/455,063 filed 11/8/1993	2,098,505 9/23/97
CamelBak Products, Inc.	HYDRATE OR DIE	74/319,529 filed 9/23/1992	1,770,112 5/11/93
CamelBak Products, Inc.	INTEGRATOR	74/702,132 filed 7/17/1995	1,975,075 5/21/96
Fastrak Systems, Inc.	THE UNBOTTLE SYSTEM	74/702,134 filed 7/17/1995	1,995,211 8/20/96
Fastrak Systems, Inc.	THERMOBAK	74/702,135 filed 7/17/1995	1,975,076 5/21/96
CamelBak Products, Inc.	MAXIMUM	75/253,455 filed 3/7/1997	2,147,571 3/31/98
CamelBak Products, Inc.	HYDROBAK	75/118,170 filed 6/13/1996	2,119,077 12/9/97
CamelBak Products, Inc.	M.U.L.E.	75/475,240 filed 4/27/1998	2,305,501 1/4/00
CamelBak Products, Inc.	H.A.W.G.	75/475,198 filed 4/27/1998	2,280,986 9/28/99

## GRANT OF TRADEMARK 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 Trademark Collateral (as defined below); and

**WHEREAS**, CamelBak Products, LLC, a Delaware limited liability company ("**Company**"), and CamelBak Group, LLC, a Delaware limited liability company ("**Holdings**"), have entered into a Credit Agreement dated as of November 25, 2003 (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**"), The Bank of New York, as Syndication Agent, 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 swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of November 25, 2003 (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 has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to the Trademark 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 "**Trademark 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 trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (collectively, the "**Trademarks**"), all registrations that have been or may

hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the trademarks, registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark 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 Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark 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 Trademark 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 Trademark 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25 day of November, 2003.

**CAMELBAK PRODUCTS, LLC**

By:   
Name: Joseph P. Kuntz III  
Title: CEO

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CamelBak Products, Inc.	H.A.W.G.	75/475,198 filed 4/27/1998	2,280,986 9/28/99

SF1:531813.2

TRADEMARK

RECORDED: 11/25/2003

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