

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
Silverack, LLC		10/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Patriarch Partners Agency Services, LLC
Street Address:	One Broadway, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	77360615	GORILLA
Serial Number:	76671758	GORILLA
Serial Number:	77360618	GORILLA RACK
Serial Number:	76671757	GORILLA RACK
Serial Number:	76671760	DURAMAX
Serial Number:	77440399	K-BENCH
Serial Number:	77440344	K-DESK
Serial Number:	77440333	KABINETZ
Serial Number:	74252119	MAGNUM SPORTMAN'S
Serial Number:	74096410	RIVET SYSTEM
Serial Number:	76671759	TRIMLINE
Serial Number:	74134380	RAPID STOR
Serial Number:	77639489	BIG Z
Serial Number:	75510899	SILVER BACK

**TRADEMARK**

Serial Number:	75511174	SILVER FOX
Registration Number:	4045786	FLEXI
Registration Number:	3300657	GORILLA
Registration Number:	3791839	GORILLA GARAGE
Registration Number:	4031911	GORILLA LOFT
Registration Number:	2422507	GORILLA RACK
Registration Number:	3476373	GORILLA WRAP
Registration Number:	3540657	LOADMASTER
Registration Number:	1662493	RAPID RACK
Registration Number:	1698407	RHINO RACK
Registration Number:	4376156	THE BRUIN
Registration Number:	1541580	GORILLA RACK

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	TM3
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/13/2013

**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to a Security Agreement of even date herewith with the Administrative Agent (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this [Copyright] [Patent]  
[Trademark] Security Agreement to be executed and delivered by its duly authorized officer as of  
the date first set forth above.

SILVERACK, LLC

as Grantor

By: 

Name: J. Craig Allen

Title: COO/CFO

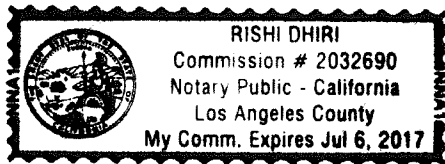
ACKNOWLEDGMENT OF GRANTOR

STATE OF California )  
                                  Los ) ss.  
COUNTY OF Angeles )

On this 22nd day of October, 2013 before me personally appeared J. CRAIG ALLEN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Silverack, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



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Notary Public



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Reg No	App No
FlexI	United States	4045786	77/639480
Gorilla	United States	3300657	76/673117
Gorilla Garage	United States	3791839	77/377944
Gorilla Loft	United States	4031911	77/415502
Gorilla Rack	United States	2422507	75/455915
Gorilla Wrap	United States	3476373	77/360613
Gorilla Rack	United States	1541580	73/751487
Loadmaster	United States	3540657	76/671756
Rapid Rack	United States	1662493	74/088336
Rhino Rack	United States	1698407	74/096229
The Bruin	United States	4376156	85/806051

B. TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Reg No	App No
Gorilla	United States	N/A	77/360615
Gorilla	United States	N/A	76/671758
Goriilla Rack	United States	N/A	77/360618
Gorilla Rack	United States	N/A	76/671757
Duramax	United States	N/A	76/671760
K-Bench	United States	N/A	77/440399
K-Desk	United States	N/A	77/440344
Kabinetz	United States	N/A	77/440333
Magnum Sportman's	United States	N/A	74/252119
Rivet System	United States	N/A	74/096410
Trimline	United States	N/A	76/671759
Rapid Stor	United States	N/A	74/134380
Big Z	United States	N/A	77/639489
Silver Back	United States	N/A	75/510899
Silver Fox	United States	N/A	75/511174

C. IP LICENSES

None