

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
INDIAN INDUSTRIES, INC.		11/23/2013	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1 East Ohio Street
Internal Address:	Mail Code IN1-0048
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46277
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76513045	LEGEND
Serial Number:	76513042	AMERICAN LEGEND
Serial Number:	76513043	HECKLER
Serial Number:	74383407	HUSTLER
Serial Number:	85817172	DMI SPORTS
Serial Number:	74383409	MINNESOTA FATS

CORRESPONDENCE DATA

Fax Number: 3172371000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 317-237-1089
 Email: tmindy@faegrebd.com
 Correspondent Name: Louis T. Perry
 Address Line 1: 300 N. Meridian Street
 Address Line 2: Suite 2700

CH \$165.00 76513045

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:

JPMORGAN

NAME OF SUBMITTER:

Louis T. Perry

Signature:

/Louis T. Perry/

Date:

12/05/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 23 2013, is executed by INDIAN INDUSTRIES, INC., an Indiana corporation (together with its successors and assigns, "Grantor"), in favor of J.P. MORGAN CHASE BANK, N.A. (together with its successors and assigns, "Lender").

Recitals

A. Grantor, Lender and the other Loan Parties (as defined in the Credit Agreement as hereinafter defined) have entered into a First Amended and Restated Credit Agreement, dated as of August 27, 2013, (as amended by the First Amendment to First Amended and Restated Credit Agreement, dated as of November 13, 2013 (the "**First Amendment**")), and as the same may be amended, restated, supplemented or otherwise modified from time to time and at any time, the "**Credit Agreement**").

B. In connection with the Credit Agreement, Grantor has entered into a Pledge and Security Agreement, dated as of April 30, 2009, in favor of the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time and at any time, the "**Security Agreement**").

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned or hereafter acquired Trademarks (as hereinafter defined), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Security Agreement.

D. Pursuant to Section 5(b) of the First Amendment, Grantor has agreed to execute such agreements as are requested by Lender in its reasonable discretion to perfect by filing in the United States Patent and Trademark Office the security interest of the Secured Parties (as defined in the Credit Agreement) in the Trademarks acquired as a result of the DMI Sports Acquisition (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement.

2. Grant. To secure the prompt payment, performance and observance of the Guaranteed Obligations, Grantor grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to, and under the following, whether now existing or hereafter created or acquired (collectively, the "**Trademarks**"):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;

- (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (g) all accessions to, substitutions for, and replacements, proceeds and products of the foregoing.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and subject to the limitations set forth therein. Grantor acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks made and granted in this Trademark Security Agreement 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.

[Signature pages follow.]

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

INDIAN INDUSTRIES, INC.

By: Deborah Meinent
Name: DEBORAH MEINENT
Title: VP & SECRETARY

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Serial Number	Mark	Status	Filing Date	Registration Date	Registration Number
76513045	Legend	Lapsed	9-May-03	3-Aug-04	2868724
76513042	American Legend	Registered	9-May-03	26-Jul-05	2977382
76513043	Heckler	Registered	9-May-03	30-Aug-05	2990055
74383407	Hustler	Registered	23-Apr-93	8-Mar-94	1825275
85817172	DMI Sports	Applying	7-Jan-13		
74383409	Minnesota Fats	Registered	23-Apr-93	8-Mar-94	1825276