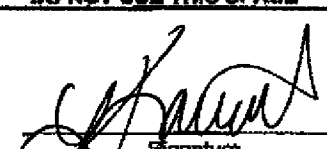


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

<p>1. Name of conveying party(ies): <u>Carrand Companies, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State CA <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Antares Capital Corporation, as</u> Internal _____ agent Address: _____</p> <p>Street Address: <u>311 S. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 11, 2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura Konrath</u></p> <p>Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u></p> <p>Street Address: <u>35 W. Wacker Dr.</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Laura Konrath</u> Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>4/27/05</u> Date</p> <p style="text-align: center;"><small>Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/></small></p>	

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Continuation
Item 7

Schedule 1

TRADEMARKS

	<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>FILING DATE</u>
①	Carrand Companies, Inc.	GatorSkin (and design)	2,384,004	9/17/98
②	Carrand Companies, Inc.	Grip Tech	2,505,942	1/22/00
③	Carrand Companies, Inc.	Subzero	Serial no. 78227895	3/20/03

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 11, 2005, is between Carrand Companies, Inc., a California corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined), First Lien Collateral Agent on behalf of itself and the other First Lien Secured Parties, and as Second Lien Collateral Agent on behalf of itself and the other Second Lien Secured Parties.

WITNESSETH:

WHEREAS, Debtor has entered into a Security Agreement (Guarantors) dated as of July 26, 2004 (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, as administrative agent for the benefit of the lenders referred to therein (the "Lenders"), First Lien Collateral Agent on behalf of itself and the other First Lien Secured Parties, and as Second Lien Collateral Agent on behalf of itself and the other Second Lien Secured Parties, pursuant to which Debtor has granted to (i) First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof and (ii) Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, a security interest in substantially all of the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to (i) the First Lien Collateral Agent for the benefit of the First Lien Secured Parties and (ii) the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties (subject to the liens and security interests in favor of the First Lien Secured Parties), a continuing security interest in all of 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) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license; provided that in no event shall the Trademark Collateral include any Restricted Collateral.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 14th day of April, 2005.

CARRAND COMPANIES, INC.

By: 

Title: SECRETARY

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent, First Lien Collateral Agent and
Second Lien Collateral Agent

By: _____

Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 1st day of April, 2005.


CARRAND COMPANIES, INC.

By: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent, First Lien Collateral Agent and
Second Lien Collateral Agent

By: 

Title: Director

Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT

State of Kansas)
)
County of Lyon)

ss.

On the date first set forth above before me personally appeared DAVID D. SCHUMACHER who executed the foregoing instrument as the SECRETARY of Carrand Companies, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Lana Richardson
Notary Public

{Seal}



Signature Page to Trademark Security Agreement

Schedule 1**TRADEMARKS**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>FILING DATE</u>
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TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.