

2/5/05

02-09-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDED
102936463
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CamelBak Products, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Execution Date(s) February 4, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BNP Paribas, as Administrative Agent under Term Loan Credit Agreement

Internal

Address:

Street Address: One Front Street

City: San Francisco

State: California

Country: USA Zip: 94111

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship

Other Societe Anonyme Citizenship 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see attached Schedule A

B. Trademark Registration No.(s)

Please see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached Schedule A

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

Name: Scott D. Sanford, Esq.

Internal Address: O'Melveny & Myers LLP

Street Address: 275 Battery Street

City: San Francisco

State: California Zip: 94111

Phone Number: 415-984-8700

Fax Number: 415-984-8701

Email Address: ssanford@omm.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0639

Authorized User Name Scott D. Sanford

9. Signature:

Signature

February 4, 2005

Date

Scott D. Sanford, Esq.

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SF1: 574412

TRADEMARK
REEL: 003117 FRAME: 0739

02/08/2005 ECDMPER 00000099 73997676 40.00 255.00 01 FC: 8521 02 FC: 8522

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

Registered Owner	Trademark Description	Registration Number	Registration No./ Date
CamelBak Products, LLC	CAMELBAK	73/797,876	1,576,430
CamelBak Products, LLC	CAMELBAK	74/455,063	2,098,505
CamelBak Products, LLC	HYDRATE OR DIE	74/319,529	1,770,112
CamelBak Products, LLC	INTEGRATOR	74/702,132	1,975,075
CamelBak Products, LLC	THE UNBOTTLE SYSTEM	74/702,134	1,995,211
CamelBak Products, LLC	THERMOBAK	74/702,135	1,975,076
CamelBak Products, LLC	MAXIMUM	75/253,455	2,147,571
CamelBak Products, LLC	HYDROBAK	75/118,170	2,119,077
CamelBak Products, LLC	M.U.L.E.	75/475,240	2,305,501
CamelBak Products, LLC	H.A.W.G.	75/475,198	2,280,986

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 Term Loan Credit Agreement dated as of February 4, 2005 (said Term Loan 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 "**Term Loan Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Term Loan Credit Agreement from time to time, the "**Lenders**"), The Bank of New York, as Co-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 Term Loan 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 February 4, 2005 (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.

Further, the provisions of this Grant of Trademark Collateral are subject to the terms of that certain Intercreditor Agreement dated as of February 4, 2005 by and among the Administrative Agents (as such term is defined therein). To the extent there is any conflict between the terms of this Grant of Trademark Collateral and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall govern.

[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 4 day of February, 2005.

CAMELBAK PRODUCTS, LLC

By: 

Name: _____

Title: _____

CEO

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CamelBak Products, LLC	H.A.W.G.	75/475,198	2,280,986

SF1:574418.1

RECORDED: 02/05/2005

**TRADEMARK
REEL: 003117 FRAME: 0744**