

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Supplement to February 4, 2005 Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CamelBak Products, LLC		06/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent under the Term Loan Credit Agreement		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77067406	CAMELBAK	
Registration Number:	3184821	CAMELBAK	
Registration Number:	3404241	HYDROBAK	
Serial Number:	77473466	RACEBAK	
CORRESPONDENCE DATA			
Fax Number:	(415)984-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-984-8700		
Email:	aechery@omm.com		
Correspondent Name:	Christopher Kirkham, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	088188-113		

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NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	06/17/2008
Total Attachments: 2 source=20050204 Camelbak IP Supplement #page1.tif source=20050204 Camelbak IP Supplement #page2.tif	

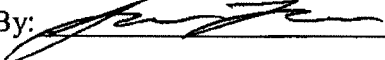
IP SUPPLEMENT

This IP SUPPLEMENT, dated as of June 17, 2008, is delivered pursuant to and supplements (i) the 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 CamelBak Products, LLC ("**Grantor**"), the other grantors named therein, and BNP Paribas as Administrative Agent for the Lenders, as Secured Party, and (ii) the Grant of Trademark Security Interest, dated as of February 4, 2005 (the "**Grant**"), executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant; provided, however, that notwithstanding the foregoing and Section 16(a)(ii) of the Security Agreement, upon the occurrence and during the continuation of an Event of Default, Secured Party shall not require Grantor to execute and deliver to Secured Party an assignment of any application for a Trademark which then-current filing basis is Section 1(b) of the Lanham Act (15 U.S.C. § 1051 et. seq., as amended) (an "Intent-to-Use Application") where such assignment could, in Grantor's reasonable business judgment, violate the prohibition against assignment of Intent-to-Use Applications contained in Section 10 of the Lanham Act.

IN WITNESS WHEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of June 17, 2008.

CAMELBAK PRODUCTS, LLC

By: 

Name: JASON FRAME

Title: CFO

**SCHEDULE A
TO
IP SUPPLEMENT**

U.S. Trademark Registrations and Applications

Registered Owner	Trademark Description	Application No. / Date	Registration No. / Date
CamelBak Products, LLC	CAMELBAK	77/067,406 filed 12/19/2006 (Intent-to-Use Applications)	
CamelBak Products, LLC	CAMELBAK	78/621,408 filed 5/2/2005	3,184,821 12/12/2006
CamelBak Products, LLC	HYDROBAK	77/067,644 filed 12/19/2006	3,404,241 4/1/2008
CamelBak Products, LLC	RACEBAK	77/473,466 filed 5/13/08 (Intent-to-Use Application)	

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IP Supplement (Second Lien)