

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R-Vision, Inc.		11/06/2008	CORPORATION: INDIANA

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3409806	ARISTA
Registration Number:	2307768	BANTAM
Registration Number:	2323347	
Registration Number:	3220178	
Registration Number:	2267585	BANTAM FLIER
Registration Number:	3327860	BOOGIE BOX
Registration Number:	2485663	B-PLUS
Registration Number:	2887847	CASSETTE
Registration Number:	2710761	HAWKEYE
Registration Number:	3140090	MAXLITE
Registration Number:	3363240	MAXSPORT
Registration Number:	2887848	PACKER
Registration Number:	2885122	R-VISION
Registration Number:	2884878	R-WAGON

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Registration Number:	2594862	STRATUS
Registration Number:	2818177	THUMPER
Registration Number:	3064350	TOWN & COUNTRY
Registration Number:	2466035	TRAIL BAY
Registration Number:	2417803	TEL O BIT
Registration Number:	3273840	TRAIL EXPRESS
Registration Number:	2928968	TRAIL HORSE
Registration Number:	2078025	TRAIL-LITE
Registration Number:	3319901	TRAIL SPORT
Registration Number:	2672423	TRAIL WIND
Serial Number:	75312458	TRAIL CRUISER

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.kaplan@srz.com
Correspondent Name: Marisa Kaplan, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0964
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (014951.0964)
Signature:	/kc for mk/
Date:	11/07/2008

Total Attachments: 3
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, R-Vision, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 6, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 6, 2008.

R-VISION, INC.

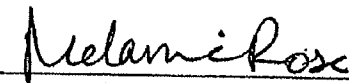
By: 
Name: P. MARTIN DALEY
Title: VICE PRESIDENT

STATE OF OREGON

ss.:

COUNTY OF LANE

On this 6th day of November, 2008, before me personally came P. MARTIN DALEY, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~s~~he is the VICE PRESIDENT of R-Vision, Inc., an Indiana corporation, and that ~~s~~he executed the foregoing instrument in the firm name of R-VISION, INC., and that ~~s~~he had authority to sign the same, and ~~s~~he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[Notary Seal]



Grant of a Security Interest (Trademark)

TRADEMARK
REEL: 003884 FRAME: 0892

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks and Trademark Applications

TRADEMARK	Application Date	Serial Number	Registration Date	Registration Number	MARK
Arista	10/13/2006	77-020,604	4/8/2008	3,409,806	®
Bantam	7/18/1997	75-326,810	1/11/2000	2,307,768	®
Bantam Chicken Design	8/17/1998	75-537,094	2/29/2000	2,323,347	®
Bantam Chicken Design #2	6/5/2006	78-900,138	3/20/2007	3,220,178	®
Bantam Flier	4/10/1997	75-272,711	8/3/1999	2,267,585	®
Boogie Box	6/22/2006	78-913,984	10/30/2007	3,327,860	®
B-Plus	10/30/1998	75-580,038	9/4/2001	2,485,663	®
Cassette	6/3/2003	78-257,837	9/21/2004	2,887,847	®
Crossover	9/27/2006	77-008,515	<i>Pending</i>	<i>Pending</i>	™
Design Only Bantam Chicken 1;	6/05/2006	78900138	3/20/2007	3,220,178	
Design Only Bantam Chicken 2;	8/17/1998	75537094	2/29/2000	2,323,347	
Freedom Trail	2/17/2006	78-817,228	<i>Pending</i>	<i>Pending</i>	™
Freedom Traveler	12/20/2007	77-356,736	<i>Pending</i>	<i>Pending</i>	™
HAWKEYE	10/31/2001	76332166	4/29/2003	2,710,761	
Maxlite	9/10/2004	78-481,444	9/5/2006	3,140,090	®
Max-Sport	4/22/2005	78-615,066	1/1/2008	3,363,240	®
Mini-Max	9/24/2004	78-488,993	<i>Pending</i>	<i>Pending</i>	™
Packer	6/3/2003	78-257,843	9/21/2004	2,887,848	®
R-Vision	10/18/2002	78-176,075	9/14/2004	2,885,122	®
R-Wagon	10/21/2002	76-459,935	9/14/2004	2,884,878	®
STRATUS	7/02/1999	75742560	7/16/2002	2,594,862	
Super Sport	5/26/2005	78-638,357	<i>Pending</i>	<i>Pending</i>	™
Thumper	7/29/2002	76-435,194	2/24/2004	2,818,177	®
Town & Country	1/6/2004	78-348,300	2/28/2006	3,064,350	®
Trail Bay	6/5/1998	75-497,421	7/3/2001	2,466,035	®
Trail Cruiser	6/20/1997	75-312,458	1/2/2001	2,417,803	®
Trail Express	10/16/2006	77-022,021	8/7/2007	3,273,840	®
TRAIL HORSE	3/04/2004	78378715	3/01/2005	2,928,968	
Trail-Lite	10/10/1995	75-003,065	7/8/1997	2,078,025	®
Trail Sport	4/18/2005	78-610,820	10/13/2007	3,319,901	®
TRAIL WIND	6/05/1998	75496650	1/07/2003	2,672,423	