

**RECORDATION FORM COVER SHEET
 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):

CamelBak Products, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company - Delaware

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 21, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BNP Paribas

Internal

Address: _____

Street Address: 787 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

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

Other Bank Citizenship _____
 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)
 See attached Schedule A.

B. Trademark Registration No.(s)
 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):

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

Name: CT. Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd

City Albany

State NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 515-

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

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
 Expiration Date 10/12

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Yahayra Reyes
 Signature

June 21, 2010

Date

Yahayra Reyes

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CIP \$515.00 77067406

Schedule A
to
Grant of Trademark Security Interest

U.S. Trademark Registrations

Registered Owner	Mark	Serial No./ Filing Date	Registration No./ Registration Date
CamelBak Products, LLC	CAMELBAK	73/797,876 5/5/1989	1,576,430 1/9/1990
CamelBak Products, LLC	CAMELBAK	74/455,063 11/8/1993	2,098,505 9/23/1997
CamelBak Products, LLC	HYDRATE OR DIE	74/319,529 9/23/1992	1,770,112 5/11/1993
CamelBak Products, LLC	THERMOBAK	74/702,136 7/17/1995	1,975,076 5/21/1996
CamelBak Products, LLC	MAXIMUM	75/253,455 3/7/1997	2,147,571 3/31/1998
CamelBak Products, LLC	HYDROBAK	75/118,170 6/13/1996	2,119,077 12/9/1997
CamelBak Products, LLC	M.U.L.E.	75/475,240 4/27/1998	2,305,501 1/4/2000
CamelBak Products, LLC	H.A.W.G.	75/475,198 4/27/1998	2,280,986 9/28/1999
CamelBak Products, LLC	CAMELBAK	78/621,408 6/2/2005	3,184,821 12/12/2006
CamelBak Products, LLC	HYDROBAK	77/067,644 12/19/2006	3,404,241 4/1/2008
CamelBak Products, LLC	PODIUM	77/581,421 9/29/2008	3,615,706 5/5/2009
CamelBak Products, LLC	RACEBAK	77/473,466 5/13/2008	3,764,093 3/23/2010
CamelBak Products, LLC	ARMORBAK	77/519,530 7/10/2008	3,752,944 2/23/2010
CamelBak Products, LLC	SHREDBAK	77/618,371 11/20/2008	3,764,732 3/23/2010
CamelBak Products, LLC	VELOBAK	77/676,841 2/26/2009	3,765,094 3/23/2010

Pending U.S. Trademark Applications

Registered Owner	Mark	Serial No./ Filing Date
CamelBak Products, LLC	CAMELBAK	77/067,406 12/19/2006
CamelBak Products, LLC	ALL CLEAR	85/048,050 5/26/2010
CamelBak Products, LLC	ANTIDOTE	77/928,440 2/4/2010
CamelBak Products, LLC	QUANTUM	77/954,213 3/9/2010
CamelBak Products, LLC	GROOVE	85/048,053 5/26/2010

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"), CBK Holdings, LLC, a Delaware limited liability company ("Parent") and CamelBak Group, LLC, a Delaware limited liability company ("Holdings"), have entered into a Credit Agreement dated as of June 21, 2010 (said 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 "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), SunTrust Bank, as Syndication Agent, General Electric Capital Corporation and NewStar Financial, Inc., as Co-Documentation Agents, 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 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 Hedge Agreements with one or more Hedge Agreement Counterparties; and

Whereas, pursuant to the terms of a Security Agreement dated as of June 21, 2010 (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.

[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 21st day of June, 2010.

CAMELBAK PRODUCTS, LLC

By: 

Name: Jason Frank

Title: CFO