

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carrand Companies, Inc.		06/03/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of Nova Scotia
<b>Street Address:</b>	720 King Street West, 2nd Floor
<b>Internal Address:</b>	c/o GWS Loan Operations, ATTN: US Agency Loan Operations
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5V2T3
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2384004	GATORSKIN
Registration Number:	2505942	GRIP TECH
Registration Number:	2944975	SUBZERO
Registration Number:	3256067	SMART NOZZLE

**CORRESPONDENCE DATA**

Fax Number: (212)728-9560  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mhungate@willkie.com  
 Correspondent Name: Meghan Hungate  
 Address Line 1: 787 7th Ave  
 Address Line 2: Willkie Farr & Gallagher LLP  
 Address Line 4: New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 110467.00026

**DOMESTIC REPRESENTATIVE**

**900193532**

**TRADEMARK  
 REEL: 004554 FRAME: 0254**

**CH \$1115.00 2384004**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Meghan M. Hungate
Signature:	/Meghan M. Hungate/
Date:	06/03/2011

**Total Attachments: 4**

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## TRADEMARK COLLATERAL AGREEMENT

This 3<sup>rd</sup> day of June, 2011, Carrand Companies, Inc., a California corporation ("*Debtor*") with its principal place of business and mailing address at 1225 E. Artesia Blvd., Carson, California, 90746, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, ("*Scotia Capital*"), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2<sup>nd</sup> Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

In WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

"DEBTOR"

CARRAND COMPANIES, INC., a California corporation

By: 

Name: Bradie E. Kraft

Title: President

Trademark Collateral Agreement

**TRADEMARK**  
**REEL: 004554 FRAME: 0257**

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA

By:   
Name: James J. Rhee  
Title: Director

By:   
Name: Vik Sidhu  
Title: Associate Director

Trademark Collateral Agreement

**TRADEMARK**  
**REEL: 004554 FRAME: 0258**

**SCHEDULE A  
TO CARRAND COMPANIES, INC. TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
Gator Skin and Design	Carrand Companies, Inc.	United States	75/554,656	9/17/1998	2,384,004	9/5/2000	2010-Then 2020
Grip Tech	Carrand Companies, Inc.	United States	75/904,580	1/22/2002	2,505,942	11/13/2001	11/13/2011
Subzero	Carrand Companies, Inc.	United States	78/227,895	3/20/2003	2,944,975	4/26/2005	4/26/2015
Smart Nozzle	Carrand Companies, Inc.	United States	78/951,756	8/14/2006	3,256,067	6/26/2007	6/26/2017