TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CamelBak Products, LLC		107/01/2013 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Compass Group Diversified Holdings LLC	
Street Address:	61 Wilton Road, Second Floor	
City:	Westport	
State/Country:	CONNECTICUT	
Postal Code:	06880	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1576430	CAMELBAK
Registration Number:	1770112	HYDRATE OR DIE
Registration Number:	1975076	THERMOBAK
Registration Number:	2098505	CAMELBAK
Registration Number:	2119077	HYDROBAK
Registration Number:	2147571	MAXIMUM
Registration Number:	2280986	H.A.W.G.
Registration Number:	2305501	M.U.L.E.
Registration Number:	3184821	CAMELBAK
Registration Number:	3404241	HYDROBAK
Registration Number:	3615706	PODIUM
Registration Number:	3752944	ARMORBAK
Registration Number:	3764093	RACEBAK
Registration Number:	3764732	SHREDBAK TRADEMARK

REEL: 005062 FRAME: 0504

Registration Number:	3765094	VELOBAK
Registration Number:	3905651	ANTIDOTE
Registration Number:	3946207	GROOVE
Registration Number:	4135697	CAMELBAK
Registration Number:	4202809	ALL CLEAR
Registration Number:	4211153	EDDY
Serial Number:	85922585	СНИТЕ
Serial Number:	85824973	FORGE
Serial Number:	85819532	RELAY
Serial Number:	85778305	CAMELBAK
Serial Number:	85778301	ВАК

CORRESPONDENCE DATA

Fax Number: 5133611201

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 513.361.1200

Email: trademark@squiresanders.com

Correspondent Name: Timothy L. Coyle

Address Line 1: Squire Sanders (US) LLP
Address Line 2: 221 E. Fourth St., Suite 2900
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	052292.00108
NAME OF SUBMITTER:	Timothy L. Coyle
Signature:	/Timothy L. Coyle/
Date:	07/02/2013

Total Attachments: 30

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of July 1, 2013, by CamelBak Products, LLC, a Delaware limited liability company ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Grantor, as borrower ("Borrower"), and CamelBak International, LLC, as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrower, CamelBak Acquisition Corp., and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

- Section 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.
- Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).
- Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("USPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.
- <u>Section 4.</u> <u>Acknowledgment.</u> Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

<u>Section 6.</u> <u>Counterparts.</u> This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow

2

CINCINNATI/99341.3

IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTOR:

Name: Jason Frame

CAMELBAK PRODUCTS, LLC

Title: Chief Financial Officer

STATE OF	
STATEOF)
COUNTY OF) ss:
COUNTIO)
known to me, who acknowledged that I Agreement as his voluntary act and de	3, there appeared before me Jason Frame, personally he signed the foregoing Intellectual Property Security eed on behalf and with full authority of CamelBakes attacked bedgenent
jain	
6.28.	Notary Public
My Commission Expires:	

{Signature page 1 of 2 to Intellectual Property Security Agreement}

CINCINNATI/99341.3

County of <u>Sonoma</u>) CERTIFIC	LIFORNIA ALL-PURPOSE CATE OF ACKNOWLEDGMENT			
On June 28, 2013 before me, Janne M.1 personally appeared Jason Frame	Mengarelli, Notary toblic, reinsert name and title of the officer)			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.	JOANNE W. MENCANELLI COMM. #1863057 Notary Public - California Sonoma County Ar Comm. Excess Av. St. 2013			
Signature Ganne M. Mengarelli OPTIONALINFORMATION	(Seal)			
Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to pe	nt fraudulent removal and reattachment of this			
Description of Attached Document The preceding Certificate of Acknowledgment is attached to a document	Method of Signer identification			
security agreement	Proved to me on the basis of satisfactory evidence:			
containing pages, and dated 6/28/13. The signer(s) capacity or authority is/are as:	Page # Entry #			
Individual(s)	Notary contact: Other Additional Signer(s) Signer(s) [humbprint(s)]			
☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other				
representing: Namelist of Personal or Emityries Signer is Representing				

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SECURED PARTY:

COMPASS GROUP DIVERSIFIED HOLDINGS LLC

Name James J. Bottiglieri
Title: Chief Financial Officer

STATE OF Connecticut)

COUNTY OF New Hoven)

On this day of June, 2013, there appeared before me James J. Bottiglieri, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.

Notary Public

My Commission Expires: 4/30/2014

{Signature page 2 of 2 to Intellectual Property Security Agreement}

CINCINNATI/99341.3

SECURED PARTY:

COMPASS GROUP DIVERSIFIED HOLDINGS LLC

STATE OF Connecticut
STATE OF Connecticut) ss: COUNTY OF New Haven On this day of Jame, 2013, there appeared before me James J. Bottiglieri
On this day of Jane, 2013, there appeared before me James J. Bottiglieri personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.
Notary Public
My Commission Expires: 4)30 \(\tag{30} \)

{Signature page 2 of 2 to Intellectual Property Security Agreement}

CINCINNATI/99341.3

[SCHEDULE A

TRADEMARKS

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	U.S.	1,576,430
		1/9/1990
CAMELBAK	Australia	616,551
		4/4/1994
CAMELBAK	France	95557025
		2/7/1995
CAMELBAK	Hong Kong	199601326
		11/17/1993
CAMELBAK	Japan	3235017
		12/25/1996
CAMELBAK	South Africa	93/11289
		8/18/1998
CAMELBAK	Switzerland	427,319
		6/26/1996
CAMELBAK	Austria	168620
		3/4/1997
CAMELBAK	Canada	TMA516,982
		9/24/1999
CAMELBAK	Italy	759594
		9/3/1998

CINCINNATI/99341.3

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	Spain	2,063,282
		5/5/1997
CAMELBAK	U.K.	2118098
		6/20/1997
CAMELBAK	Europe (CTM)	000774372
		10/19/2000
CAMELBAK	Argentina	1,794,403
		5/19/2000
CAMELBAK	Brazil	820982385
		6/19/2001
CAMELBAK	Mexico	660,899
		6/27/2000
CAMELBAK	New Zealand	289032
		8/21/1998
CAMELBAK	Singapore	T98/02555I
		3/29/1998
CAMELBAK	Venezuela	P285226
		2/21/2007
CAMELBAK	U.K.	1,535,448
		4/8/1994
CAMELBAK	U.S.	2,098,505
		9/23/1997

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
HYDRATE OR DIE	U.S.	1,770,112
		5/11/1993
HYDRATE OR DIE	Europe (CTM)	000776088
		4/7/2000
THERMOBAK	U.S.	1,975,076
		5/21/1996
MAXIMUM	U.S.	2,147,571
		3/31/1998
HYDROBAK	U.S.	2,119,077
		12/9/1997
M.U.L.E.	U.S.	2,305,501
		1/4/2000
M.U.L.E.	Canada	TMA533,565
		9/27/2000
H.A.W.G.	U.S.	2,280,986
		9/28/1999
H.A.W.G.	Canada	TMA535,381
		10/23/2000
CAMELBAK	U.S.	3,184,821
		12/12/2006
CAMELBAK	South Korea	40-0655086
		3/16/2006
· · · · · · · · · · · · · · · · · · ·		3/16/2006

Country	Serial No. / Registration No.	
	Filing Date / Registration Date	
U.S.	4,135,697	
	5/1/2012	
U.S.	3,404,241	
	4/1/2008	
Europe (CTM)	005569819	
	10/25/2011	
Chile	793,880	
	8/6/2007	
Chile	851,741	
	6/5/2009	
Chile	793,879	
	8/6/2007	
Chile	798,169	
	10/8/2007	
Russia	359,230	
	9/5/2008	
Russia	359,231	
	9/5/2008	
Ukraine	101,622	
	1/12/2009	
Canada	TMA770,278	
	6/21/2010	
	U.S. U.S. Europe (CTM) Chile Chile Chile Russia Russia Ukraine	

Country	Serial No. / Registration No.
	Filing Date / Registration Date
U.S.	3,615,706
	5/5/2009
Australia	1,292,077
	8/7/2009
China	7284993
	8/7/2010
Europe (CTM)	008184244
	9/6/2009
Japan	5329445
	6/11/2010
Norway	251255
	6/3/2009
China	7130583
	10/14/2010
China	7130584
	12/24/2008
China	7130585
	3/14/2012
China	7130586
	12/24/2008
Hong Kong	301263933AA
	7/5/2010
	U.S. Australia China I apan Norway China China China China China

Country	Serial No. / Registration No.
	Filing Date / Registration Date
Hong Kong	301263933AB
	9/27/2010
Cambodia	KH/28052/08
	2/19/2008
Cambodia	KH/28053/08
	2/19/2008
Cambodia	KH/28054/08
	2/19/2008
Cambodia	KH/28055/08
	2/19/2008
South Korea	40-0852768
	2/10/2011
Mexico	1,027,876
	2/28/2008
Mexico	1120094
	9/10/2009
Mexico	1130100
	11/11/2009
Mexico	1,058,011
	8/29/2008
Philippines	4-2007-013854
	5/19/2008
	Hong Kong Cambodia Cambodia Cambodia Cambodia Cambodia South Korea Mexico Mexico Mexico

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
CAMELBAK	Taiwan	01381184
		10/1/2009
CAMELBAK	Vietnam	125,931
		5/27/2009
RACEBAK	U.S.	3,764,093
		3/23/2010
RACEBAK	Australia	1,271,511
		3/19/2009
RACEBAK	Canada	TMA782,211
		11/10/2010
RACEBAK	China	7048634
		9/28/2010
RACEBAK	Europe (CTM)	007374581
		6/10/2009
RACEBAK	Japan	5,275,348
		10/23/2009
RACEBAK	South Korea	816593
		3/10/2010
RACEBAK	Norway	253756
		12/1/2009
RACEBAK	New Zealand	798,788
		5/14/2009
Landa and the same		

Country	Serial No. / Registration No.	
	Filing Date / Registration Date	
U.S.	3,752,944	
	2/23/2010	
U.S.	3,764,732	
	3/23/2010	
China	7130587	
	10/14/2010	
China	7130588	
	12/24/2008	
China	7130589	
	4/21/2012	
China	7130590	
	12/24/2008	
Hong Kong	301263942AA	
	7/5/2010	
Hong Kong	301263942AB	
	9/27/2010	
South Korea	40-0831368	
	7/29/2010	
South Korea	40-0856350	
	3/9/2011	
South Korea	40-0801426	
	9/21/2009	
	U.S. U.S. China China China Hong Kong Hong Kong South Korea South Korea	

Country	Serial No. / Registration No.
	Filing Date / Registration Date
South Korea	40-0798486
	8/20/2009
South Korea	40-0798487
	8/20/2009
South Korea	40-0798488
	8/20/2009
South Korea	40-0798489
	8/20/2009
South Korea	40-0798197
	8/18/2009
South Korea	40-0798490
(i) 	8/20/2009
South Korea	40-0798201
	8/18/2009
U.S.	3,765,094
	3/23/2010
U.S.	4,202,809
	9/4/2012
China	8786223
	11/14/2011
Europe (CTM)	009465162
	10/21/2010
	South Korea South Korea South Korea South Korea South Korea U.S. U.S. China

Country	Serial No. / Registration No.	
	Filing Date / Registration Date	
Europe (CTM)	010095305	
	2/7/2013	
Hong Kong	301748656	
	7/30/2012	
South Korea	40-0779201	
	2/11/2009	
South Korea	40-0801424	
	9/21/2009	
South Korea	40-0801425	
	9/21/2009	
South Korea	40-0779675	
	2/15/2009	
South Korea	40-0800417	
	9/9/2009	
South Korea	40-0876882	
	8/18/2011	
U.S.	3,905,651	
	1/11/2011	
Australia	1371640	
	3/8/2011	
Brazil	830712941	
	7/30/2010	
	Europe (CTM) Hong Kong South Korea South Korea South Korea South Korea U.S. Australia	

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
ANTIDOTE	Canada	1488485
		7/13/2010
ANTIDOTE	Switzerland	606228
		10/5/2010
ANTIDOTE	China	8465856
		7/9/2010
ANTIDOTE	Europe (CTM)	009234758
		1/21/2011
ANTIDOTE	Hong Kong	301660130
		1/3/2012
ANTIDOTE	Japan	5408316
		4/22/2011
ANTIDOTE	South Korea	40-0893368
		12/7/2011
ANTIDOTE	Mexico	1191879
		11/29/2010
ANTIDOTE	Norway	257964
		12/20/2010
ANTIDOTE	New Zealand	827123
		1/13/2011
ANTIDOTE	Philippines	4-2010-007687
		9/1/2011

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
ANTIDOTE	Russia	436958
		5/12/2011
ANTIDOTE	Taiwan	01515511
		5/1/2012
ANTIDOTE	Ukraine	143602
		8/25/2011
ANTIDOTE	Vietnam	181280
		3/16/2012
ANTIDOTE	South Africa	2010/14989
		1/28/2013
完峰 (TUO FENG ("camel back" in Chinese characters))	China	8088917
Chinese characters))		5/7/2012
驼峰 (TUO FENG ("carnel back" in	China	8088916
Chinese characters))		3/1/2010
驼峰 (TUO FENG ("camel back" in	China	8088915
Chinese characters)))		4/28/2011
驼峰 (TUO FENG ("camel back" in	China	8088914
Chinese characters))		3/1/2010
驼峰 (THO FENG ("camel back" in	Hong Kong	301552301
ラピ叫事 (TUO FENG ("camel back" in Chinese characters))		11/15/2010
GROOVE	U.S.	3,946,207
		4/12/2011

Mark	Country	Serial No. / Registration No.
		Filing Date / Registration Date
GROOVE	Australia	1390240
		2/21/2011
GROOVE	Brazil	830837515
		11/11/2010
GROOVE	Canada	TMA839,234
		1/3/2013
GROOVE	Switzerland	611948
		2/17/2011
GROOVE	China	8786222
		11/14/2011
GROOVE	Europe (CTM)	009471632
		4/1/2011
GROOVE	Hong Kong	301748665
		1/9/2012
GROOVE	Japan	5482001
		3/30/2012
GROOVE	South Korea	40-0928408
		7/24/2012
GROOVE	Mexico	1196041
		1/10/2011
GROOVE	Norway	259543
		4/7/2011
		_

Country	Serial No. / Registration No.
	Filing Date / Registration Date
New Zealand	832325
	4/26/2011
Russia	447969
	11/24/2011
Taiwan	01482100
	11/1/2011
Ukraine	146777
	10/25/2011
South Africa	2010/24359
	10/21/2010
China	4124471
	1/14/2008
China	4124473
	3/21/2007
China	4124472
	1/14/2008
China	4124474
	3/21/2007
Norway	258223
	1/13/2011
U.S.	4,211,153
	9/18/2012
	Russia Taiwan Ukraine South Africa China China China Norway

Australia	Filing Date / Registration Date
Australia	
i	1464691
A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-	12/9/2011
Brazil	831282355
	12/14/2011
Canada	TMA841,321
	1/28/2013
Switzerland	626080
	2/20/2012
China	10286828
	2/14/2013
Europe (CTM)	010485811
	5/9/2012
Hong Kong	302108493
	8/21/2012
Japan	5479206
	3/16/2012
South Korea	40-0944503
	12/12/2012
Mexico	1287913
	5/28/2012
Norway	266827
	8/27/2012
	Canada Switzerland China Europe (CTM) Hong Kong Japan South Korea Mexico

Mark	Country	Serial No. / Registration No.		
		Filing Date / Registration Date		
EDDY	New Zealand	853760		
		6/12/2012		
EDDY	Russia	2011740961		
		12/14/2011		
EDDY	Taiwan	01531808		
		8/16/2012		
EDDY	Ukraine	164012		
		11/26/2012		
EDDY	South Africa	2011/31935		
		12/12/2011		
RELAY	U.S.	85/819,532		
		1/9/2013		
FORGE	U.S.	85/824,973		
		1/16/2013		
BAK	U.S.	85/778,301		
		11/13/2012		
BAK	Canada	1,609,929		
		11/19/2012		
BAK	Australia	1526792		
		11/19/2012		
BAK	Europe (CTM)	011355443		
		11/19/2012		

Mark	Country	Serial No. / Registration No.		
		Filing Date / Registration Date		
CAMELBAK	U.S.	85/778,305		
		11/13/2012		
CAMELBAK	Canada	1,605,736		
		12/7/2012		
CAMELBAK	China	Serial No. not yet assigned.		
		5/7/2013		
CAMELBAK	China	Serial No. not yet assigned.		
		5/7/2013		
CAMELBAK	Australia	1526112		
		11/14/2012		
CAMELBAK	Paraguay	19228/2013		
		5/7/2013		
CAMELBAK	Paraguay	19229/2013		
		5/7/2013		
CAMELBAK (CAMELBAK & Design)	Paraguay	19230/2013		
(CANLLDAN & Design)		5/7/2013		
CAMELBAK (CAMELBAK & Design)	Paraguay	19231/2013		
(CAMELDAR & Design)		5/7/2013		
CAMELBAK	Europe (CTM)	011343142		
		11/13/2012		
CAMELBAK	Japan	2012-93834		
		11/19/2012		

Mark	Country	Serial No. / Registration No.		
		Filing Date / Registration Date		
CAMELBAK	New Zealand	968873		
		11/14/2012		
CAMELBAK	Norway	269305		
		2/5/2013		
CAMELBAK	Panama	220275		
		1/30/2013		
CAMELBAK	Peru	517924		
		12/19/2012		
CAMELBAK (CAMELBAK & Design)	Paraguay	19234/2013		
(CAMELBAK & Design)		5/7/2013		
CAMELBAK	Peru	517925		
		12/19/2012		
CAMELBAK	Peru	517926		
		12/19/2012		
CAMELBAK	Singapore	T1217285Z		
		11/15/2012		
CAMELBAK	Saudi Arabia	189703		
		12/17/2012		
CAMELBAK	Saudi Arabia	189704		
		12/17/2012		
CAMELBAK	Switzerland	638982		
		1/23/2013		
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SCHEDULE B

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<u>Title</u>	Country	Filing Date* / Issue Date	Serial No. / Patent No.
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Title	Country	Filing Date* / Issue Date	Serial No. / Patent No.
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<u>Title</u>	Country	Filing Date* / Issue Date	Serial No. / Patent No.
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(Design) PITCHER LID	U.S.	2/6/2013	29/445,016
(Design) FILTER HOUSING FOR A WATER FILTRATION PITCHER	U.S.	2/7/2013	29/445,089
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^{*} Patent applications filed in Australia, Brazil, Canada, China, Europe, and Japan that are based on a PCT patent application are given the filing date of the PCT application.

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