

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
ARCTIC CAT INC.		11/08/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	20975 Swenson Drive
Internal Address:	Suite 200
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2293113	ARCTIC CAT
Serial Number:	85207420	BLACK MAGIC
Serial Number:	85899316	DRIFT RACING
Serial Number:	77917274	MUDPRO
Serial Number:	85979276	WILDCAT
Serial Number:	85308858	WILDCAT
Registration Number:	4021076	MUDPRO
Registration Number:	3915903	THUNDERCAT
Registration Number:	1742252	TIGERSHARK
Registration Number:	1851415	TIGERSHARK

CORRESPONDENCE DATA

Fax Number: 3126984597

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

OP \$265.00 2293113

via US Mail.

Phone: 312-849-8206
Email: edavenport@mcguirewoods.com
Correspondent Name: Stephanie A. Zabela, McGuireWoods LLP
Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2039261-0093
NAME OF SUBMITTER:	Stephanie A. Zabela
Signature:	/Stephanie A. Zabela/
Date:	12/02/2013

Total Attachments: 29

source=Second Amendment to Trademark Security Agreement#page1.tif
source=Second Amendment to Trademark Security Agreement#page2.tif
source=Second Amendment to Trademark Security Agreement#page3.tif
source=Second Amendment to Trademark Security Agreement#page4.tif
source=Second Amendment to Trademark Security Agreement#page5.tif
source=Second Amendment to Trademark Security Agreement#page6.tif
source=Second Amendment to Trademark Security Agreement#page7.tif
source=Second Amendment to Trademark Security Agreement#page8.tif
source=Second Amendment to Trademark Security Agreement#page9.tif
source=Second Amendment to Trademark Security Agreement#page10.tif
source=Second Amendment to Trademark Security Agreement#page11.tif
source=Second Amendment to Trademark Security Agreement#page12.tif
source=Second Amendment to Trademark Security Agreement#page13.tif
source=Second Amendment to Trademark Security Agreement#page14.tif
source=Second Amendment to Trademark Security Agreement#page15.tif
source=Second Amendment to Trademark Security Agreement#page16.tif
source=Second Amendment to Trademark Security Agreement#page17.tif
source=Second Amendment to Trademark Security Agreement#page18.tif
source=Second Amendment to Trademark Security Agreement#page19.tif
source=Second Amendment to Trademark Security Agreement#page20.tif
source=Second Amendment to Trademark Security Agreement#page21.tif
source=Second Amendment to Trademark Security Agreement#page22.tif
source=Second Amendment to Trademark Security Agreement#page23.tif
source=Second Amendment to Trademark Security Agreement#page24.tif
source=Second Amendment to Trademark Security Agreement#page25.tif
source=Second Amendment to Trademark Security Agreement#page26.tif
source=Second Amendment to Trademark Security Agreement#page27.tif
source=Second Amendment to Trademark Security Agreement#page28.tif
source=Second Amendment to Trademark Security Agreement#page29.tif

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment") is dated as of November 8, 2013, and is entered into by and between ARCTIC CAT INC., a Minnesota corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders ("Agent").

WHEREAS, the Grantor, certain affiliates of the Grantor, the Agent, and the financial institutions party thereto from time to time as lenders entered into that certain Loan and Security Agreement (as amended, restated, or otherwise modified prior to the date hereof, the "Existing Loan Agreement"), dated as of November 10, 2009;

WHEREAS, in connection with the Existing Loan Agreement, the Grantor and the Agent entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of November 10, 2009;

WHEREAS, the Grantor and Agent entered into that certain First Amendment to Trademark Security Agreement (the "First Amendment to Trademark Security Agreement"), dated as of May 24, 2012;

WHEREAS, the Grantor now desires to enter into that certain Amended and Restated Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "New Loan Agreement"), dated as of even date herewith, by and among Grantor, certain affiliates of Grantor, the Agent, and the financial institutions party thereto as lenders (collectively, the "Lenders"); and

WHEREAS, the Grantor has requested that the Agent agree to amend the Trademark Security Agreement, in order to provide for the terms and conditions upon which the Obligations (as defined in the New Loan Agreement) are secured by the Trademark Collateral (as defined in the Trademark Security Agreement),

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Loan Agreement, the Trademark Security Agreement, the First Amendment to Trademark Security Agreement, and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree (a) that all references to the Existing Loan Agreement in the Trademark Security Agreement are hereby deemed to be references to the New Loan Agreement, and (b) that Schedule I of the Trademark Security Agreement is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto, in order to add the following Trademark Collateral thereto; provided, that no such amendment or restatement shall release or be deemed to release any security interest in any present or future Trademark Collateral granted to Agent and the Lenders as collateral pursuant to the Trademark Security Agreement:

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK SERIAL / REGISTRATION NUMBER
AIR CAT Logo™	Canada	10/04/2007	1366432
AIR CAT Logo®	Madrid Protocol	10/12/2007	941 684
AIR CAT Logo®	Kazakhstan	07/22/2010	36809
AIR CAT Logo™	Kazakhstan	08/24/2007	59297

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK SERIAL / REGISTRATION NUMBER
ARCTIC CAT®	Chile	05/31/2011	919830
ARCTIC CAT®	India	08/19/2011	
ARCTIC CAT®	Kazakhstan	07/22/2010	36808
ARCTIC CAT®	USA	11/16/1999	2293113
ARCTIC CAT®	Madrid Protocol (Norway, Russian Federation, Ukraine)	06/18/2010	1044269
ARCTIC CAT®	Turkey	05/18/2010	2010/32835
ARCTIC CAT®	Turkey	09/17/2009	2008/18254
ARCTIC CAT®	Canada	08/13/2001	549733
ARCTICWEAR®	Madrid Protocol	06/30/2010	1044730
ARCTICWEAR®	Kazakhstan	07/22/2010	13207
BEARCAT	Finland	12/20/1995	141682
BLACK MAGIC™	Madrid Protocol (European Community)	10/17/2009	1019137
BLACK MAGIC®	USA	12/29/2010	85/207,420
DRIFT RACING	USA	04/09/2013	85/899,316
EL TIGRE®	Canada	09/10/1993	416555
HDX™	USA-Common Law	06/2010	Common Law
MISCELLANEOUS DESIGN (Cat's Head)®	European Community	08/14/2006	5256318
MUDPRO™	USA	01/21/2010	77/917,274
WILDCAT	USA	04/29/2011	85/979,276
WILDCAT	Canada	10/28/2011	1549852

The Grantor hereby represents and warrants to each Lender and the Agent that after giving effect to this Amendment, Schedule I of the Trademark Security Agreement sets forth a complete and accurate list of all of the Grantor's Trademarks (as defined in the Trademark Security Agreement), Trademark Licenses (as defined in the Trademark Security Agreement), Trademark applications, intent-to-use Trademark applications, and domain names as of the date hereof.

The Grantor hereby acknowledges and agrees that this Amendment shall neither limit the provisions of nor establish a course of dealing that is contrary to Section 2.4 of the Trademark Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above:

GRANTOR:

ARCTIC CAT INC., a Minnesota corporation

By: Timothy C. Delmore
Name: Timothy C. Delmore
Title: C.F.O.

AGENT:

BANK OF AMERICA, N.A., a national banking association

By: _____
Name: Brian Conole
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

GRANTOR:

ARCTIC CAT INC., a Minnesota corporation.

By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A., a national banking association

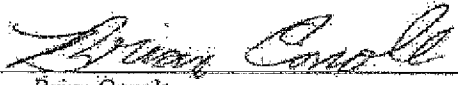
By: 
Name: Brian Conole
Title: Senior Vice President


EXHIBIT A
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK SERIAL / REGISTRATION NUMBER
ARCTIC CAT®	Argentina	08/01/1996	1609717
ARCTIC CAT®	Australia	02/07/1997	672240
ARCTIC CAT®	Brazil	09/05/2000	819100692
ARCTIC CAT®	Canada	02/12/1971	174456
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	New Zealand	03/06/1997	253452
ARCTIC CAT®	USA	08/04/1998	2178018
ARCTIC CAT®	Venezuela	05/07/1997	P-196956
ARCTIC CAT®	Canada	08/13/2001	549733
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
BEARCAT®	Canada	07/11/1995	445426
BEARCAT®	European Community	06/10/1998	274688
Cat's Head Logo	European Community	08/14/2006	5256318
DRV™	USA - Common Law	Date of First Use - 02/16/2006	COMMON LAW
DURAMATIC™	USA - Common Law	Date of First Use - 06/18/1999	COMMON LAW
DVX™	USA - Common Law	Date of First Use - 07/2003	COMMON LAW
FLYING CAT Logo®	Madrid Protocol	10/12/2007	941 684
PROWLER®	Canada	11/06/1992	404557
PROWLER®	European Community	02/16/2005	4291341
SBS 1000™	USA - Common Law	Date of first use - 06/2001	COMMON LAW
SPEEDPOINT™	USA - Common Law	Date of first use - 2006	COMMON LAW
TBX™	USA - Common Law	Date of first use - 03/2001	COMMON LAW
TRV®	Canada	02/01/2005	631714
TRV®	USA	07/06/2004	2861288

WORLD CLASS ALL TERRAIN VEHICLES™	USA - Common Law	Date of first use - 1995	COMMON LAW
XT™	USA - Common Law	Date of first use - 06/2005	COMMON LAW
XTX™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
XTZ™	USA - Common Law	Date of first use - 06/2008	COMMON LAW
ARCTIC CAT™	China	06/24/2006	5443538
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	France	01/31/1991	1641564
ARCTIC CAT®	Finland	05/12/1993	126273
ARCTIC CAT®	Norway	01/06/1977	97973
ARCTIC CAT®	Russian Federation	11/22/1991	100195
ARCTIC CAT®	Sweden	09/10/1993	251508
ARCTIC CAT®	USA	06/18/1991	1647837
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
ARCTIC-TECH®	USA	03/13/1990	1586859
ARCTICWEAR®	Canada	11/21/1986	320909
ARCTICWEAR®	USA	02/13/1979	1113183
ARCTIC WEAR™	Canada	03/10/1995	440313
A WHOLE DIFFERENT ANIMAL™	USA - Common Law	Date of first use - 09/06/1995	COMMON LAW
BARRACUDA®	Canada	06/14/1996	459252
BLACK MAGIC®	Canada	03/04/1994	424434
BLACK MAGIC (STYLIZED)®	USA	07/21/1992	1701656
CATMASTER®	Canada	08/26/1994	432159
CATMASTER®	USA	03/29/1994	1828332
EL TIGRE™	Canada	09/10/1993	416555
GONE WHEELIN™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
MISCELLANEOUS DESIGN (Cat's Head)®	Canada	03/28/1986	312714
MISCELLANEOUS DESIGN (Cat's Head)®	USA	08/24/1993	1789501
MRP (MULTIRACK PLATFORM)™	USA-Common Law	Date of first use - 06/2002	COMMON LAW
PANTERA®	Canada	03/03/1995	440026
RIDE™	USA - Common Law	Date of first use - 07/2002	COMMON LAW
SHARKWEAR®	Canada	04/19/1996	456512
SHARKWEAR®	Canada	11/24/1995	450760
SNO PRO®	Canada	03/20/1992	396002
SNO PRO®	USA	05/11/1993	1770179
SNO PRO®	USA	06/22/1993	1777672

SNO-CROSS®	USA	04/30/1991	1642895
SPEEDRACK®	Canada	05/24/2007	688210
SPEEDRACK®	European Community	07/24/2006	4032769
SPEEDRACK®	USA	04/18/2006	3081671
TEAM ARCTIC®	Canada	03/03/1995	440022
TEAM ARCTIC®	USA	08/27/1991	1654873
THUNDERCAT®	European Community	08/21/2006	330,126
WILDCAT®	Canada	05/10/1991	384243
ZR®	USA	11/09/1993	1803563
ZR®	Canada	05/05/1995	422490
ZRT®	Canada	07/23/1997	478876
ARCTIC CAT®	Argentina	08/01/1996	1609717
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	Japan	07/31/1996	3182998
ARCTIC CAT®	USA	03/04/1969	865633
BEARCAT®	Australia	02/07/1997	672238
BEARCAT®	Finland	12/20/1995	141862
BEARCAT®	USA	06/25/1996	1982860
CHEETAH®	USA	05/13/1975	1010674
COUGAR®	Canada	06/18/1993	413602
COUGAR®	USA	10/22/1991	1661623
EL TIGRE™	Canada	09/10/1993	416555
EL TIGRE®	USA	05/07/1991	1643544
EXT®	Canada	08/14/1992	401342
EXT®	USA	07/23/1991	1651429
FIRECAT®	Canada	07/12/2004	614638
FIRECAT®	European Community	11/18/2004	3013703
FIRECAT®	USA	11/04/2003	2779647
JAG®	Canada	10/28/1994	434873
JAG®	USA	08/25/1981	1166432
KITTY CAT®	Canada	04/08/1988	339037
LYNX®	Canada	02/02/1979	231675
LYNX®	USA	07/25/1978	1097348
MOUNTAIN CAT (STYLIZED)®	Canada	01/25/1991	378910
MOUNTAIN CAT (STYLIZED)®	USA	10/24/1989	1562077
PANTERA®	USA	09/01/1981	1167171
PANTHER®	Canada	06/04/1971	176503
PANTHER®	USA	05/12/1970	890813
POWDER SPECIAL®	Canada	07/05/1996	459970
PROWLER®	USA	07/18/1989	1548214
PUMA®	Canada	08/11/1972	184776
SNO PRO®	European	02/11/2002	1752328

	Community		
SNO PRO®	USA	12/04/2001	2514374
THUNDERCAT®	Canada	04/09/1993	410832
THUNDERCAT®	USA	03/30/1993	1762029
Z®	Canada	11/25/1994	436104
WILDCAT	USA	04/29/2011	85308858
BLACK MAGIC	USA	12/29/2010	85207420
MUDPRO	USA	09/06/2011	4021076
THUNDERCAT	USA	02/08/2011	3915903
TIGERSHARK	USA	12/22/1992	1742252
	USA	08/30/1994	1851415
AIR CAT Logo™	Kazakhstan	08/24/2007	59297
AIR CAT Logo®	Madrid Protocol	10/12/2007	941 684
AIR CAT Logo™	Canada	10/04/2007	1366432
AIR CAT Logo®	Kazakhstan	07/22/2010	36809
AIR CAT Logo™	USA	10/03/2007	4,208,167
ARCTIC CAT®	Chile	05/31/2011	919830
ARCTIC CAT®	India	08/19/2011	
ARCTIC CAT®	Kazakhstan	07/22/2010	36808
ARCTIC CAT®	Madrid Protocol (Norway, Russian Federation, Ukraine)	06/18/2010	1044269
ARCTIC CAT®	Turkey	05/18/2010	2010/32835
ARCTIC CAT®	USA	11/16/1999	2293113
ARCTIC CAT®	Canada	08/13/2001	549733
ARCTIC CIRCLE™	USA	2007	Common Law
ARCTICWEAR®	Madrid Protocol	06/30/2010	1044730
ARCTICWEAR®	Kazakhstan	07/22/2010	13207
BEARCAT	Finland	12/20/1995	141682
BLACK MAGIC™	Madrid Protocol (European Community)	10/17/2009	1019137
DRIFT RACING	USA	04/09/2013	85899316
EL TIGRE®	Canada	09/10/1993	416555
HDX™	USA-Common Law	06/2010	Common Law
WILDCAT	USA	04/29/2011	85979276

Domain names:

arctic-cat.com

arcticcat.com
arcticcatauction.com
arcticcatmiddleofnowhere.com
arcticmiddleofnowhere.com
visitmiddleofnowhere.com
visitthemiddleofnowhere.com
whatsnowmobilingsallabout.com
worldsfatestsnowmobile.com
worldsfatestsnowmobiles.com
driftracing.com

TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY OF APPLICATION	DATE	TRADEMARK APPLICATION NUMBER
ARCTIC CAT™	China	06/24/2006	5443533
FLYING CAT Logo™	Canada	10/04/2007	1366432
FLYING CAT Logo™	USA	10/03/2007	77/295,648
PROWLER™	USA	08/16/2004	78/468,096
ARCTIC CAT™	China	06/24/2006	5443632
ARCTIC CAT™	China	06/24/2006	5443540
ARCTIC CAT™	China	06/24/2006	5443539
BLACK MAGIC™	USA	04/14/2009	77/713,748
FLYING CAT Logo™	Canada	10/04/2007	1366432
FLYING CAT Logo™	Turkey	03/31/2008	P-106056
WILDCAT™	Canada	10/28/2011	1549852
BLACK MAGIC™	USA	12/29/2010	85/207,420
MUDPRO™	USA	01/21/2010	77/917,274

INTENT-TO-USE TRADEMARK APPLICATIONS¹

NONE.

TRADEMARK LICENSES

TRADEMARK	OWNER	COUNTRY OF	DATE	TRADEMARK
-----------	-------	------------	------	-----------

¹ Pursuant to Section 2.2 above, no intent-to-use United States trademark application is included in the Trademark Collateral until an amendment to allege use or statement of use has been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, and, if filed, has been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

		REGISTRATION		REGISTRATION NUMBER
Diamond Drive System	Raymond Schoenfelder	Unregistered	Unregistered	Unregistered

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT


This ^{bc} **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment") is dated as of February ^{15, 2012}, 2012, and is entered into by and between ARCTIC CAT INC., a Minnesota corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders ("Agent").

WHEREAS, the Grantor, certain affiliates of the Grantor, the Agent, and the financial institutions party thereto from time to time as lenders (collectively, "Lenders") have entered into that certain Loan and Security Agreement (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), dated as of November 10, 2009;

WHEREAS, in connection with the Loan Agreement, the Grantor and the Agent entered into that certain Trademark Security Agreement (as amended, restated, or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of November 10, 2009, in order to provide for the terms and conditions upon which the Obligations (as defined in the Loan Agreement) are secured by the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Grantor has requested that the Agent agree to update Schedule I to the Trademark Security Agreement,

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Loan Agreement, the Trademark Security Agreement, and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that Schedule I of the Trademark Security Agreement is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto, in order to add the following Trademark Collateral thereto; provided, that no such amendment or restatement shall release or be deemed to release any security interest in any present or future Trademark Collateral granted to Agent and the Lenders as collateral pursuant to the Trademark Security Agreement:

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK SERIAL / REGISTRATION NUMBER
WILDCAT	USA	04/29/2011	85308858
BLACK MAGIC	USA	12/29/2010	85207420
MUDPRO	USA	09/06/2011	4021076
THUNDERCAT	USA	02/08/2011	3915903
TIGERSHARK	USA	12/22/1992	1742252
	USA	08/30/1994	1851415

The Grantor hereby represents and warrants to each Lender and the Agent that after giving effect to this Amendment, Schedule I of the Trademark Security Agreement sets forth a complete and accurate list of all of the Grantor's Trademarks (as defined in the Trademark Security Agreement), Trademark

Licenses (as defined in the Trademark Security Agreement), Trademark applications, intent-to-use Trademark applications, and domain names as of the date hereof.

The Grantor hereby acknowledges and agrees that this Amendment shall neither limit the provisions of nor establish a course of dealing that is contrary to Section 2.4 of the Trademark Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

GRANTOR:

ARCTIC CAT INC., a Minnesota corporation

By: *Timothy C. Delmon*
Name: *Timothy C. Delmon*
Title: *CFO*

AGENT:

BANK OF AMERICA, N.A., a national banking association

By: *Brian Conole*
Name: Brian Conole
Title: Senior Vice President


EXHIBIT A
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK SERIAL / REGISTRATION NUMBER
ARCTIC CAT®	Argentina	08/01/1996	1609717
ARCTIC CAT®	Australia	02/07/1997	672240
ARCTIC CAT®	Brazil	09/05/2000	819100692
ARCTIC CAT®	Canada	02/12/1971	174456
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	New Zealand	03/06/1997	253452
ARCTIC CAT®	USA	08/04/1998	2178018
ARCTIC CAT®	Venezuela	05/07/1997	P-196956
ARCTIC CAT®	Canada	08/13/2001	549733
ARCTIC CAT®	USA	11/16/1999	2293113
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
BEARCAT®	Canada	07/11/1995	445426
BEARCAT®	European Community	06/10/1998	274688
Cat's Head Logo	European Community	08/14/2006	5256318
DRV™	USA - Common Law	Date of First Use - 02/16/2006	COMMON LAW
DURAMATIC™	USA - Common Law	Date of First Use - 06/18/1999	COMMON LAW
DVX™	USA - Common Law	Date of First Use - 07/2003	COMMON LAW
FLYING CAT Logo®	Madrid Protocol	10/12/2007	941 684
PROWLER®	Canada	11/06/1992	404557
PROWLER®	European Community	02/16/2005	4291341
SBS 1000™	USA - Common Law	Date of first use - 06/2001	COMMON LAW
SPEEDPOINT™	USA - Common Law	Date of first use - 2006	COMMON LAW
TBX™	USA - Common Law	Date of first use - 03/2001	COMMON LAW
TRV®	Canada	02/01/2005	631714
TRV®	USA	07/06/2004	2861288

WORLD CLASS ALL TERRAIN VEHICLES™	USA - Common Law	Date of first use - 1995	COMMON LAW
XT™	USA - Common Law	Date of first use - 06/2005	COMMON LAW
XTX™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
XTZ™	USA - Common Law	Date of first use - 06/2008	COMMON LAW
ARCTIC CAT™	China	06/24/2006	5443538
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	France	01/31/1991	1641564
ARCTIC CAT®	Finland	05/12/1993	126273
ARCTIC CAT®	Norway	01/06/1977	97973
ARCTIC CAT®	Russian Federation	11/22/1991	100195
ARCTIC CAT®	Sweden	09/10/1993	251508
ARCTIC CAT®	USA	06/18/1991	1647837
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
ARCTIC-TECH®	USA	03/13/1990	1586859
ARCTICWEAR®	Canada	11/21/1986	320909
ARCTICWEAR®	USA	02/13/1979	1113183
ARCTIC WEAR™	Canada	03/10/1995	440313
A WHOLE DIFFERENT ANIMAL™	USA - Common Law	Date of first use - 09/06/1995	COMMON LAW
BARRACUDA®	Canada	06/14/1996	459252
BLACK MAGIC®	Canada	03/04/1994	424434
BLACK MAGIC (STYLIZED)®	USA	07/21/1992	1701656
CATMASTER®	Canada	08/26/1994	432159
CATMASTER®	USA	03/29/1994	1828332
EL TIGRE™	Canada	09/10/1993	416555
GONE WHEELIN™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
MISCELLANEOUS DESIGN (Cat's Head)®	Canada	03/28/1986	312714
MISCELLANEOUS DESIGN (Cat's Head)®	USA	08/24/1993	1789501
MRP (MULTIRACK PLATFORM)™	USA-Common Law	Date of first use - 06/2002	COMMON LAW
PANTERA®	Canada	03/03/1995	440026
RIDE™	USA - Common Law	Date of first use - 07/2002	COMMON LAW
SHARKWEAR®	Canada	04/19/1996	456512
SHARKWEAR®	Canada	11/24/1995	450760
SNO PRO®	Canada	03/20/1992	396002
SNO PRO®	USA	05/11/1993	1770179
SNO PRO®	USA	06/22/1993	1777672
SNO-CROSS®	USA	04/30/1991	1642895

SPEEDRACK®	Canada	05/24/2007	688210
SPEEDRACK®	European Community	07/24/2006	4032769
SPEEDRACK®	USA	04/18/2006	3081671
TEAM ARCTIC®	Canada	03/03/1995	440022
TEAM ARCTIC®	USA	08/27/1991	1654873
THUNDERCAT®	European Community	08/21/2006	330,126
WILDCAT®	Canada	05/10/1991	384243
ZR®	USA	11/09/1993	1803563
ZR®	Canada	05/05/1995	422490
ZRT®	Canada	07/23/1997	478876
ARCTIC CAT®	Argentina	08/01/1996	1609717
ARCTIC CAT®	European Community	09/01/1998	252965
ARCTIC CAT®	Japan	07/31/1996	3182998
ARCTIC CAT®	USA	03/04/1969	865633
BEARCAT®	Australia	02/07/1997	672238
BEARCAT®	Finland	12/20/1995	141862
BEARCAT®	USA	06/25/1996	1982860
CHEETAH®	USA	05/13/1975	1010674
COUGAR®	Canada	06/18/1993	413602
COUGAR®	USA	10/22/1991	1661623
EL TIGRE™	Canada	09/10/1993	416555
EL TIGRE®	USA	05/07/1991	1643544
EXT®	Canada	08/14/1992	401342
EXT®	USA	07/23/1991	1651429
FIRECAT®	Canada	07/12/2004	614638
FIRECAT®	European Community	11/18/2004	3013703
FIRECAT®	USA	11/04/2003	2779647
JAG®	Canada	10/28/1994	434873
JAG®	USA	08/25/1981	1166432
KITTY CAT®	Canada	04/08/1988	339037
LYNX®	Canada	02/02/1979	231675
LYNX®	USA	07/25/1978	1097348
MOUNTAIN CAT (STYLIZED)®	Canada	01/25/1991	378910
MOUNTAIN CAT (STYLIZED)®	USA	10/24/1989	1562077
PANTERA®	USA	09/01/1981	1167171
PANTHER®	Canada	06/04/1971	176503
PANTHER®	USA	05/12/1970	890813
POWDER SPECIAL®	Canada	07/05/1996	459970
PROWLER®	USA	07/18/1989	1548214
PUMA®	Canada	08/11/1972	184776
SNO PRO®	European Community	02/11/2002	1752328
SNO PRO®	USA	12/04/2001	2514374

THUNDERCAT®	Canada	04/09/1993	410832
THUNDERCAT®	USA	03/30/1993	1762029
Z®	Canada	11/25/1994	436104
WILDCAT	USA	04/29/2011	85308858
BLACK MAGIC	USA	12/29/2010	85207420
MUDPRO	USA	09/06/2011	4021076
THUNDERCAT	USA	02/08/2011	3915903
TIGERSHARK	USA	12/22/1992	1742252
	USA	08/30/1994	1851415

Domain names:

arctic-cat.com
arcticcat.com
arcticcatauction.com
arcticcatmiddleofnowhere.com
arcticmiddleofnowhere.com
visitmiddleofnowhere.com
visithemiddleofnowhere.com
whatsnowmobilingsallabout.com
worldsfatestsnowmobile.com
worldsfatestsnowmobiles.com
driftracing.com

TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY OF APPLICATION	DATE	TRADEMARK APPLICATION NUMBER
ARCTIC CAT™	China	06/24/2006	5443533
FLYING CAT Logo™	Canada	10/04/2007	1366432
FLYING CAT Logo™	USA	10/03/2007	77/295,648
PROWLER™	USA	08/16/2004	78/468,096
ARCTIC CAT™	China	06/24/2006	5443632
ARCTIC CAT™	China	06/24/2006	5443540
ARCTIC CAT™	China	06/24/2006	5443539
BLACK MAGIC™	USA	04/14/2009	77/713,748
FLYING CAT Logo™	Canada	10/04/2007	1366432
FLYING CAT Logo™	Turkey	03/31/2008	P-106056

INTENT-TO-USE TRADEMARK APPLICATIONS¹

NONE.

TRADEMARK LICENSES

TRADEMARK	OWNER	COUNTRY OF REGISTRATION	DATE	TRADEMARK REGISTRATION NUMBER
Diamond Drive System	Raymond Schoenfelder	Unregistered	Unregistered	Unregistered

¹ Pursuant to Section 2.2 above, no intent-to-use United States trademark application is included in the Trademark Collateral until an amendment to allege use or statement of use has been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, and, if filed, has been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of November 10, 2009, between ARCTIC CAT INC., a Minnesota corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders ("Agent") in connection with the Loan Agreement described below.

R E C I T A L S:

WHEREAS, Grantor and certain of its affiliates are indebted to Agent and Secured Parties pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, the parties wish to provide for the terms and conditions upon which the Obligations shall be secured by the Trademark Collateral (as defined below); and

WHEREAS, this Agreement is made to secure the Secured Obligations (as defined below) and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to Grantor and its affiliates by Agent and Secured Parties;

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. **Definitions.** Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement. As used herein, the following terms have the meanings set forth below:

Marks: any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country.

Secured Obligations: any and all of Grantor's and its affiliates' indebtedness and/or liabilities to Agent and Secured Parties of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising including all "Obligations" (as defined in the Loan Agreement).

Trademark License: means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

Trademarks: means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all Marks; (b) any reissues, extensions or renewals of any Marks,

(c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement, and (g) any rights to sue for past, present and future infringements of the Marks.

1.2. Certain Matters of Construction. The terms "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation hereof. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted hereby); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; or (f) unless otherwise specified herein, discretion of Agent means the sole and absolute discretion of Agent. Grantor shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Agent or any other Secured Party hereunder. No provision hereof shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision.

SECTION 2. TRADEMARK COLLATERAL

2.1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2. Intent-to-Use Applications. Notwithstanding anything to the contrary set forth in Section 2.1 above, or in the Loan Agreement or any other Loan Document, the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

2.3. Loan and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. Grantor

hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2.4. Authorization to Supplement. If Grantor has or obtains rights to any Trademarks or Trademark Licenses not listed on Schedule I, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such additional Trademarks or Trademark Licenses. Without limiting Grantor's obligations under this Section 2.4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 3. COVENANTS

3.1. Prosecution of Applications; Maintenance and Renewal of Trademarks. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall, until Full Payment of all the Obligations (a) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, and (b) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office any Trademark or Trademark License set forth in Schedule I or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have a material adverse effect on the value or enforceability of, or any rights of Grantor or Agent in, any of the Trademark Collateral, Grantor shall not, without Agent's prior written consent (to be given or withheld in Agent's discretion), abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in Schedule I or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in Schedule I. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, that could reasonably be expected to affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever.

3.2. Protection of Trademarks. Grantor shall (a) protect, defend and maintain the validity and enforceability of all current and future Trademarks, (b) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (c) not allow any Trademarks to be abandoned, forfeited or dedicated to the public. At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the

continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

3.3. Expenses. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. If Grantor fails to comply with any of the provisions of Section 3.1 or 3.2, Agent shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by Applicable Law, but at Grantor's sole expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Trademark Collateral. In the event that Grantor fails to pay when due any expenses or fees required to be paid by it hereunder, or fails to comply with any other duty under this Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Loans.

SECTION 4. MISCELLANEOUS

4.1. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement and shall be considered to be a Loan Document. This Agreement, together with the Loan Agreement and the other Loan Documents, embodies the entire agreement among the parties with respect to the subject matter hereof and amends and supersedes all prior agreements and understandings relating to such subject matter. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks). To the extent not prohibited by Applicable Law, each of the parties hereto waives its right to a trial by jury, if any, in any action to enforce, defend, interpret, or otherwise concerning this Agreement. Without limiting the applicability of any other provision of the Loan Agreement, the terms of Section 14.14 and Section 14.15 of the Loan Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

ARCTIC CAT INC.,
a Minnesota corporation

By: Timothy C. Delmore
Name: Timothy C. Delmore
Title: CEO

110121877

TRADEMARK
REEL: 005164 FRAME: 0981

AGENT:

BANK OF AMERICA, N.A.

By: *Brian Conole*

Name: Brian Conole

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	COUNTRY OF REGISTRATION	DATE	TRADEMARK REGISTRATION NUMBER
ARCTIC CAT®	Argentina	08/01/96	1609717
ARCTIC CAT®	Australia	02/07/97	672240
ARCTIC CAT®	Brazil	09/05/00	819100692
ARCTIC CAT®	Canada	02/12/71	174456
ARCTIC CAT®	European Community	09/01/98	252965
ARCTIC CAT®	New Zealand	03/06/97	253452
ARCTIC CAT®	USA	08/04/98	2178018
ARCTIC CAT®	Venezuela	05/07/97	P-196956
ARCTIC CAT®	Canada	08/13/01	549733
ARCTIC CAT®	USA	11/16/99	2293113
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
BEARCAT®	Canada	07/11/95	445426
BEARCAT®	European Community	06/10/98	274688
Cat's Head Logo	European Community	08/14/06	5256318
DRV™	USA - Common Law	Date of First Use - 2/16/2006	COMMON LAW
DURAMATIC™	USA - Common Law	Date of First Use - 6/18/1999	COMMON LAW
DVX™	USA - Common Law	Date of First Use - 07/2003	COMMON LAW
FLYING CAT Logo®	Madrid Protocol	10/12/07	941 684
PROWLER®	Canada	11/06/92	404557
PROWLER®	European Community	02/16/05	4291341
SBS 1000™	USA - Common Law	Date of first use - 06/2001	COMMON LAW
SPEEDPOINT™	USA - Common Law	Date of first use - 2006	COMMON LAW
TBX™	USA - Common Law	Date of first use - 03/2001	COMMON LAW
TRV®	Canada	02/01/05	631714
TRV®	USA	07/06/04	2861288
WORLD CLASS	USA - Common	Date of first use -	COMMON LAW

ALL TERRAIN VEHICLES™	Law	1995	
XT™	USA - Common Law	Date of first use - 6/2005	COMMON LAW
XTX™	USA - Common Law	Date of first use - 6/2007	COMMON LAW
XTZ™	USA - Common Law	Date of first use - 06/2008	COMMON LAW
ARCTIC CAT™	China	06/24/06	5443538
ARCTIC CAT®	European Community	09/01/98	252965
ARCTIC CAT®	France	01/31/91	1641564
ARCTIC CAT®	Finland	05/12/93	126273
ARCTIC CAT®	Norway	01/06/77	97973
ARCTIC CAT®	Russian Federation	11/22/91	100195
ARCTIC CAT®	Sweden	09/10/93	251508
ARCTIC CAT®	USA	06/18/91	1647837
ARCTIC CIRCLE™	USA - Common Law	Date of first use - 2007	COMMON LAW
ARCTIC-TECH®	USA	03/13/90	1586859
ARCTICWEAR®	Canada	11/21/86	320909
ARCTICWEAR®	USA	02/13/79	1113183
ARCTIC WEAR™	Canada	03/10/95	440313
A WHOLE DIFFERENT ANIMAL™	USA - Common Law	Date of first use - 09/06/1995	COMMON LAW
BARRACUDA®	Canada	06/14/96	459252
BLACK MAGIC®	Canada	03/04/94	424434
BLACK MAGIC (STYLIZED)®	USA	07/21/92	1701656
CATMASTER®	Canada	08/26/94	432159
CATMASTER®	USA	03/29/94	1828332
EL TIGRE™	Canada	09/10/93	416555
GONE WHEELIN™	USA - Common Law	Date of first use - 06/2007	COMMON LAW
MISCELLANEOUS DESIGN (Cat's Head)®	Canada	03/28/86	312714
MISCELLANEOUS DESIGN (Cat's Head)®	USA	08/24/93	1789501
MRP (MULTIRACK PLATFORM)™	USA-Common Law	Date of first use - 06/2002	COMMON LAW
PANTERA®	Canada	03/03/95	440026
RIDE™	USA - Common Law	Date of first use - 07/2002	COMMON LAW
SHARKWEAR®	Canada	04/19/96	456512

Schedule I

10121877.1

TRADEMARK
REEL: 005164 FRAME: 0984

SHARKWEAR®	Canada	11/24/95	450760
SNO PRO®	Canada	03/20/92	396002
SNO PRO®	USA	05/11/93	1770179
SNO PRO®	USA	06/22/93	1777672
SNO-CROSS®	USA	04/30/91	1642895
SPEEDRACK®	Canada	05/24/07	688210
SPEEDRACK®	European Community	07/24/06	4032769
SPEEDRACK®	USA	04/18/06	3081671
TEAM ARCTIC®	Canada	03/03/95	440022
TEAM ARCTIC®	USA	08/27/91	1654873
THUNDERCAT®	European Community	08/21/06	330,126
WILDCAT®	Canada	05/10/91	384243
ZR®	USA	11/09/93	1803563
ZR®	Canada	05/05/95	422490
ZRT®	Canada	07/23/97	478876
ARCTIC CAT®	Argentina	08/01/96	1609717
ARCTIC CAT®	European Community	09/01/98	252965
ARCTIC CAT®	Japan	07/31/96	3182998
ARCTIC CAT®	USA	03/04/69	865633
BEARCAT®	Australia	02/07/97	672238
BEARCAT®	Finland	12/20/95	141862
BEARCAT®	USA	06/25/96	1982860
CHEETAH®	USA	05/13/75	1010674
COUGAR®	Canada	06/18/93	413602
COUGAR®	USA	10/22/91	1661623
EL TIGRE™	Canada	09/10/93	416555
EL TIGRE®	USA	05/07/91	1643544
EXT®	Canada	08/14/92	401342
EXT®	USA	07/23/91	1651429
FIRECAT®	Canada	07/12/04	614638
FIRECAT®	European Community	11/18/04	3013703
FIRECAT®	USA	11/04/03	2779647
JAG®	Canada	10/28/94	434873
JAG®	USA	08/25/81	1166432
KITTY CAT®	Canada	04/08/88	339037
LYNX®	Canada	02/02/79	231675
LYNX®	USA	07/25/78	1097348
MOUNTAIN CAT (STYLIZED)®	Canada	01/25/91	378910
MOUNTAIN CAT (STYLIZED)®	USA	10/24/89	1562077
PANTERA®	USA	09/01/81	1167171
PANTHER®	Canada	06/04/71	176503
PANTHER®	USA	05/12/70	890813
POWDER	Canada	07/05/96	459970

Schedule I

V10121877.1

TRADEMARK
REEL: 005164 FRAME: 0985

SPECIAL®			
PROWLER®	USA	07/18/89	1548214
PUMA®	Canada	08/11/72	184776
SNO PRO®	European Community	02/11/02	1752328
SNO PRO®	USA	12/04/01	2514374
THUNDERCAT®	Canada	04/09/93	410832
THUNDERCAT®	USA	03/30/93	1762029
Z®	Canada	11/25/94	436104

Domain names:

arctic-cat.com
arcticcat.com
arcticcatauction.com
arcticcatmiddleofnowhere.com
arcticmiddleofnowhere.com
visitmiddleofnowhere.com
visitthemiddleofnowhere.com
whatsnowmobilingsallabout.com
worldsfatestsnowmobile.com
worldsfatestsnowmobiles.com
driftracing.com

TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY OF APPLICATION	DATE	TRADEMARK APPLICATION NUMBER
ARCTIC CAT™	China	06/24/06	5443533
FLYING CAT Logo™	Canada	10/04/07	1366432
FLYING CAT Logo™	USA	10/03/07	77/295,648
PROWLER™	USA	08/16/04	78/468,096
ARCTIC CAT™	China	06/24/06	5443632
ARCTIC CAT™	China	06/24/06	5443540
ARCTIC CAT™	China	06/24/06	5443539
BLACK MAGIC™	USA	04/14/09	77/713,748
FLYING CAT Logo™	Canada	10/04/07	1366432
FLYING CAT Logo™	Turkey	03/31/08	P-106056

INTENT-TO-USE TRADEMARK APPLICATIONS¹

NONE.

TRADEMARK LICENSES

TRADEMARK	OWNER	COUNTRY OF REGISTRATION	DATE	TRADEMARK REGISTRATION NUMBER
Diamond Drive System	Raymond Schoenfelder	Unregistered	Unregistered	Unregistered

¹ Pursuant to Section 2.2 above, no intent-to-use United States trademark application is included in the Trademark Collateral until an amendment to allege use or statement of use has been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, and, if filed, has been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.