

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Confluence Outdoor, LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1290 Avenue of the Americas		
Internal Address:	Suite 914		
City:	new york		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1478617	MAD RIVER CANOE	
Registration Number:	3471913		
Registration Number:	1478616		
Registration Number:	2435333	WAVE SPORT	
Registration Number:	2158103	WILDERNESS SYSTEMS	
Registration Number:	2773982	HARMONY	
Registration Number:	2035561		
Registration Number:	1272456		
Registration Number:	2516461		
Registration Number:	2516462		
Registration Number:	2214393	MAINSTREAM	
Registration Number:	2876635		
Registration Number:	1270592	PERCEPTION	
Registration Number:	3115913	HARMONY	
Registration Number:	2151856	DAGGER	
Registration Number:	2512108	ADVENTURE TECHNOLOGY	
Registration Number:	3533689	PHASE 3	
Registration Number:	3533690	PHASE 3 OUTFITTING	
TRADEMARK			

OP \$640.00 1478617

Property Type	Number	Word Mark
Registration Number:	3533691	PHASE 3 LITE OUTFITTING
Registration Number:	3533694	ZONE
Registration Number:	3841067	PADDLE IT FORWARD
Registration Number:	4154754	WILDERNESS SYSTEMS
Registration Number:	4289140	AT
Serial Number:	85980521	BOMBER GEAR
Serial Number:	85643399	BOMBER GEAR

CORRESPONDENCE DATA

Fax Number:

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

Phone: 617 305-2109

Email: charlesmclaurinjr@gmail.com

Correspondent Name: Charles McLaurin

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Charles McLaurin
SIGNATURE:	/Charles McLaurin/
DATE SIGNED:	04/25/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Confluence Outdoor, LLC, a limited liability company formed under the laws of Delaware, ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Garrison Loan Agency Services LLC ("GLAS") and various other financial institutions (collectively, "Lenders") and GLAS as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of April 18, 2014, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated April 18, 2014, made by Borrower in favor of Agent for its benefit and the ratable benefit of Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

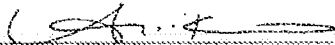
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: April 18, 2014

CONFLUENCE OUTDOOR, LLC

By: 
Name: Ann Kim
Title: Secretary

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By: _____
Name:
Its:

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: April 18, 2014

CONFLUENCE OUTDOOR, LLC

By: _____
Name: Ann Kim
Title: Secretary

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By:  _____
Name: JULIAN WELDON
Title: SECRETARY

**Schedule A
Trademarks**

	Trademark	Country	Class	Reg. Date	Reg. No.	Expiration
1.	MAD RIVER CANOE & Design (CA)	Canada	12	8/23/1991	TMA 387973	8/23/2021
2.	MAD RIVER CANOE & Design	USA	12	3/1/1988	1,478,617	3/1/2018
3.	Wave Design (CTM)	CTM	12	4/22/2009	TM006890585	6/11/2018
4.	Wave Design	USA	12	7/22/2008	3,471,913	7/22/2018
5.	Smoking Rabbit Design (CA)	Canada	0	2/22/1991	TMA 380,439	2/22/2021
6.	Smoking Rabbit Design (CTM)	CTM - Europe	12	7/13/2010	8,826,232	1/20/2020
7.	Smoking Rabbit Design	USA	12	3/1/1988	1,478,616	3/1/2018
8.	WAVE SPORT (CA)	Canada	0	8/20/2003	TMA 587556	8/20/2018
9.	WAVE SPORT (CTM) (Boats)	CTM - Europe	12	11/28/2001	1847508	9/11/2020
10.	WAVE SPORT (CTM) (Apparel)	CTM - Europe	25	1/28/2010	008321713	5/5/2019
11.	WAVE SPORT (JP)	Japan	12	4/6/2001	4465948	4/6/2021
12.	WAVE SPORT	USA	12	3/13/2001	2,435,333	3/13/2021
13.	WILDERNESS SYSTEMS (CTM)	CTM - Europe	12	7/16/2002	2196442	4/27/2021
14.	WILDERNESS SYSTEMS	USA	12	5/19/1998	2,158,103	5/19/2018
15.	HARMONY	USA	12	10/14/2003	2,773,982	10/14/2023
16.	Box w/Circle, Kayak and Two Canoes Design	USA	12	2/4/1997	2,035,561	2/4/2017
17.	Kayak and Two Canoes Design	USA	12	4/3/1984	1,272,456	4/3/2014
18.	Kayak Design - Wide Arrow	USA	12	12/11/2001	2,516,461	12/11/2021
19.	Kayak Design - Skinny Arrow	USA	12	12/11/2001	2,516,462	12/11/2021
20.	MAINSTREAM	USA	12	12/29/1998	2,214,393	12/29/2018
21.	Kayak with Wave Design	USA	12	8/24/2004	2,876,635	8/24/2014
22.	PERCEPTION (AU)	Australia	12	9/7/1989	438995	1/9/2017
23.	PERCEPTION (DE)	German	12	1/15/1987	1,101,331	1/31/2016

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24.	PERCEPTION (FR)	France	12	1/9/1986	1,337,412	1/9/2016
25.	PERCEPTION (JP)	Japan	12	4/19/2002	4562005	4/19/2022
26.	PERCEPTION (NZ)	New Zealand	12	3/26/1991	163,112	1/6/2017
27.	PERCEPTION (UK)	UK	12	8/15/1985	1,182,144	3/21/2023
28.	PERCEPTION	USA	9	3/20/1984	1,270,592	3/20/2014
29.	HARMONY	USA	28	7/18/2006	3,115,913	7/18/2016
30.	DAGGER (CL)	Chile	12	10/13/2008	828,638	9/26/2018
31.	DAGGER (CN)	China	12	8/14/2010	7,329,412	8/13/2020
32.	DAGGER	USA	12	4/21/1998	2,151,856	4/21/2018
33.	MAD RIVER CANOE (DE)	Germany	12	2/18/1991	1,172,096	1/29/2020
34.	MAD RIVER CANOE (CTM)	CTM	12	7/13/2010	8826331	1/20/2020
35.	MAD RIVER CANOE (CN)	China	12	9/28/2010	7329414	9/27/2020
36.	ADVENTURE TECHNOLOGY	USA	12	11/27/2001	2,512,108	11/27/2021
37.	PHASE 3	USA	12	11/18/2008	3,533,689	11/18/2018
38.	PHASE 3 OUTFITTING & Design (Black Background)	USA	12	11/18/2008	3,533,690	11/18/2018
39.	PHASE 3 LITE OUTFITTING & Design (White Background)	USA	12	11/18/2008	3,533,691	11/18/2018
40.	ZONE	USA	12	11/18/2008	3,533,694	11/18/2018
41.	PADDLE IT FORWARD	USA	35	8/31/2010	3841067	8/31/2020
42.	WILDERNESS SYSTEMS (CN)	China	12	6/28/2010	7074191	6/27/2020
43.	PERCEPTION (CN)	China	12	8/14/2010	7329415	8/13/2020
44.	WILDERNESS SYSTEMS	USA	25	6/5/2012	4,154,754	6/5/2022
45.	BOMBER GEAR	Japan	12 25	1/20/2012	5464450	1/20/2022
46.	BOMBER GEAR	Australia	12	3/24/2011	1416549	3/24/2021
47.	BOMBER GEAR	Russia		6/15/2012	464388	3/28/2021
48.	BOMBER GEAR	EU	12 25	9/6/2011	9837873	3/24/2021
49.	BOMBER GEAR	USA	12	Pending	Pending	Pending
50.	BOMBER GEAR	USA	25	Pending	Pending	Pending
51.	AT & Design	USA	12	2/13/2013	4,289,140	2/12/2023
52.	BOMBER GEAR	Canada	0	Pending	Pending	Pending

53.	DAGGER	Australi a	12	12/5/2011	1415527	3/22/2021
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