

08-21-1998

To the Honorable Commissioner of Patent



original documents or copy thereof.

100798422

1. Name of conveying party(ies):

S&S Sports Power, Inc.
350 West 2500 North
Logan, Utah 84341

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: ING (U.S.) Capital Corporation
 Internal Address: Attn: Chief Credit Officer
 Street Address: 135 E. 57th Street
 City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 11, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

1,970,174 2,107,810

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Pamela Allen
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed \$65.00
- Authorized to be charged to deposit account

8. Deposit account number: 110980

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela A. Allen

8/14/98

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/20/1998
01 FD:481
02 FD:482

JSHABAZZ 00000078 1970174

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>MARK</u>
1,970,174	4/23/96	SPACE SHOT
2,107,810	10/21/97	FROG HOPPER

PENDING U.S. TRADEMARK APPLICATIONS

NONE

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of August 11, 1998, by and between S & S SPORTS POWER, INC., a Utah corporation (the "Borrower"), and ING (U.S.) CAPITAL CORPORATION, a Delaware corporation ("ING"), as Agent (ING, in such capacity, the "Agent") for itself and the other lenders (ING and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit Agreement, dated as of even date herewith, among the Borrower, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

RECITALS.

A. The Borrower owns and uses certain trademarks and trademark licenses which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Borrower pursuant to the Credit Agreement; and

C. The Borrower, certain of its Subsidiaries and the Agent have entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement); and

D. Pursuant to the Security Agreement, the Borrower has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Borrower's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Borrower now has or hereafter acquires rights and wherever located; (b) all of the Borrower's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or

in which the Borrower now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Borrower grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means any written agreement now or hereafter in existence granting to the Borrower any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, 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 or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations, the Borrower hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders,

in, and collaterally assigns to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located and the goodwill of the business of the Borrower relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and

(b) each Trademark License now or hereafter held by the Borrower or in which the Borrower now has or hereafter acquires rights and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Borrower shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Borrower's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Borrower does hereby further acknowledge and affirm that the representations, warranties and covenants of the Borrower with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and 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.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 13 thereof, including the provisions of such Section 13 relating to partial releases. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Borrower any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Borrower, the Agent shall, at the expense of the Borrower, execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Borrower in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Borrower shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Borrower shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Borrower authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Borrower further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Borrower shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Borrower shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Borrower's business and (c) if the Borrower fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Borrower's name or in its own name, but in any case at the Borrower's expense, and the Borrower hereby agrees to reimburse the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

S & S SPORTS POWER, INC.

By: Robert B. Crates
Robert B. Crates
Vice President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 7th day of August, 1998 before me personally came Robert B. Crates, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of S & S Sports Power, Inc., who being by me duly sworn, did depose and say that he is the Vice President of S & S Sports Power, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Pamela A. Allen
Notary Public

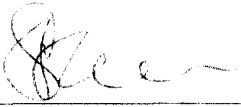
My Commission Expires:
October 2, 2000

[NOTARIAL SEAL]




[Signature Page to Collateral Assignment of Trademarks]

ING (U.S.) CAPITAL CORPORATION, as Agent

By: 
Steven G. Fleenor
Vice President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 7th day of August, 1998 before me personally came Steven G. Fleenor, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of ING (U.S.) Capital Corporation; who being by me duly sworn, did depose and say that he is the Vice President of ING (U.S.) Capital Corporation; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Credit Agreement.


Notary Public

My Commission Expires:

October 2, 2000

[NOTARIAL SEAL]



[Signature Page to Collateral Assignment of Trademarks]

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<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>MARK</u>
1,970,174	4/23/96	SPACE SHOT
2,107,810	10/21/97	FROG HOPPER

PENDING U.S. TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

Trademark Licenses with respect to which
the Borrower is a licensor:

NONE

Trademarks and Trademark Applications with respect to which
the Borrower is a licensee:

NONE