

08-27-1998



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8-24-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
8 18 98

Conveying Party

Mark if additional names of conveying parties attached

Name Marker International, Inc.

Execution Date
Month Day Year
8 18 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Utah

Receiving Party

Mark if additional names of receiving parties attached

Name First Security Bank, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2250 South 1300 West

Address (line 2) _____

Address (line 3) Salt Lake City
City

Utah

State/Country

84119

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization United States--National Banking Association

08/26/1998 SSMITH 00000051 899119

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20237

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="899,119"/>	<input type="text" value="1,792,738"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

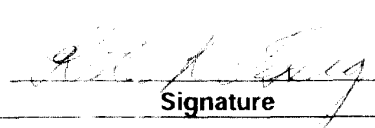
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Lester K. Essig

Name of Person Signing



Signature

August 20, 1998

Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARKS AND PATENTS

This Collateral Assignment of Trademarks and Patents (the "Agreement") is made as of the 18th day of August, 1998, between Marker International, Inc., a Utah corporation, Marker USA, a Utah corporation, Marker LTD, a Utah corporation, DNR North America, Inc., a Delaware corporation, and DNR USA, Inc., a Delaware corporation, all having a place of business at 2250 South 1300 West, Salt Lake City, Utah 84119 (all of the foregoing are hereinafter sometimes collectively referred to as "Assignors"), and First Security Bank, N.A., a national banking association, having a place of business at 15 East 100 South, 2nd Floor, Corporate Banking, Salt Lake City, Utah 84111 (hereinafter "Assignee").

Recitals

Assignee is extending credit to Assignors, with Marker USA, Marker LTD, DNR North America, Inc. and DNR USA, Inc. constituting wholly owned subsidiaries of Marker International, Inc., pursuant to that certain Addendum and Amendment to Fourth Amended and Restated Revolving and Term Credit Agreement of even date herewith (the "Loan Agreement") between Assignee and Assignors, which Loan Agreement rolls certain term credit into a revolving note and otherwise extends credit under said revolving note, identified as that certain Ninth Amended and Substituted Revolving Promissory Note of even date herewith, in the maximum principal amount of \$33,600,000 (hereinafter referred to as the "Revolving Note"). The Revolving Note and the Loan Agreement, together with certain other documents securing, governing or otherwise relating to the loan evidenced by the Revolving Note, are collectively referred to herein as the "Loan Documents." In order to induce Assignee to execute and deliver the Loan Documents and make the loan to Assignors as evidenced by the Revolving Note, Assignors have agreed to assign to Assignee certain trademark, service mark, trade name, patent and trade secret rights as described below.

Agreement

In consideration of the foregoing, the mutual benefits to be derived by the parties hereunder and the promises contained herein, Assignors and Assignee hereby agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignors under the Loan Agreement and the Revolving Note and the other Loan Documents (collectively, the "Obligations"), Assignors, individually and collectively, hereby grant, assign and convey to Assignee, their entire right, title and interest in and to all trademarks, service marks, trade names, patents, patent rights and shop rights in which they have an interest, whether as owners, assignees or otherwise, or which are otherwise held in one or more of their names, and all related registrations and applications for the same, which are created by, arise under or exist under, the laws of the United States or

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any State, Territory or political subdivision thereof (but not including rights outside the United States, its States, Territories and political subdivisions), all licenses, sublicenses, contracts and agreements relating to the foregoing, and all trade secrets, knowledge and information relating to Assignors' businesses, goods or the foregoing, along with the goodwill of the business and all general intangibles associated with all of the foregoing, including, but not limited to, those trademarks and patents listed in SCHEDULE A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Trademarks and Patents").

2. Assignors covenant and warrant that:

(a) The Trademarks and Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks and Patents is valid and enforceable and Assignors have notified Assignee in writing of all prior challenges, if any, to the validity and enforceability of any of the Trademarks and Patents of which Assignors are aware;

(c) Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Trademarks and Patents, free and clear of any liens, charges and encumbrances, including without limitation licenses, sublicenses, shop rights and covenants by Assignors not to sue third persons;

(d) Assignors have not made any assignments, transfers or conveyances of any kind, whether absolute or for security or collateral purposes, of any of the Trademarks and Patents, and there are no currently effective assignments, collateral assignments, security interests or similar filings with respect to any of the Trademarks and Patents, whether of record with the U.S. Patent and Trademark Office or any other federal, state or local governmental agency or authority or otherwise;

(e) the Trademarks and Patents do not infringe on rights of any third persons; and

(f) Assignors have the unqualified right to enter into this Agreement and perform its terms.

3. Assignors agree that, until all of the Obligations shall have been satisfied in full, Assignors will not enter into any agreement which is inconsistent with Assignors' obligations under this Agreement, without Assignee's prior written consent; provided, that Assignors shall have the right to enter into license agreements and other similar agreements in the ordinary course of Assignors' business consistent with Assignors' prior practices upon prior written consent from Assignee.

4. If, before the Obligations have been satisfied in full, Assignors become entitled to the benefit of any trademark, service mark, trade name, patent, patent right, shop right, license, sublicense, contract, agreement, trade secret, knowledge or information, or registration, application or goodwill relating to the foregoing, in addition to the Trademarks and Patents, or any reissue, division, continuation, renewal, extension, continuation-in-part, or improvement arising therefrom or from the Trademarks and Patents, the provisions of paragraph 1 shall automatically apply thereto and Assignors shall give to Assignee prompt notice thereof in writing.

5. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks and Patents may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Utah or elsewhere, the whole or from time to time any part of the Trademarks and Patents, or any interest which Assignors may have therein in the United States or any State, Territory or political subdivision thereof, and, after deducting from the proceeds of sale or other disposition of the Trademarks and Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignors. Assignee agrees, however, to provide thirty (30) days prior notice to Assignors of any proposed sale of the Trademarks and Patents (including identification of the offeror) and grants unto Assignors a right of first refusal to purchase said Trademarks and Patents on the same terms and conditions as any bona fide offeror, provided that Assignors shall not be required to pay any more than the remaining outstanding balance of the Obligations. In the event that Assignors choose to exercise such right of first refusal, Assignors shall promptly notify Assignee and shall consummate such purchase within thirty (30) days of such notice.

Further, Assignee agrees not to exercise such remedies prior to the expiration of six months from the date that Assignee sends written notice to Assignors of acceleration of the Obligations. Notice of any sale or other disposition of the Trademarks and Patents shall be given to Assignors at least thirty (30) days before the time at which any intended public or private sale or other disposition of the Trademarks and Patents is to be made, which Assignors hereby agree shall be reasonable notice of such sale or other disposition.

At any such sale or other disposition, any holder of the Revolving Note or Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks and Patents sold, free from any right of redemption on the part of Assignors, which right is hereby waived and released.

6. At such time as Assignors shall completely satisfy all of the Obligations, Assignee shall execute and deliver to Assignors all releases reasonably requested by Assignors that may be necessary or proper to re-vest in Assignors full title to the Trademarks and Patents, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

7. Assignors shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any trademark or patent application of the Trademarks and Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on Trademarks and Patents used but not yet registered by Assignors and to preserve and maintain all rights in trademark and patent applications and the Trademarks and Patents. Any expenses incurred in connection with such applications shall be borne by Assignors. Assignors shall not abandon any pending trademark, service mark, trade name or patent application, or any Trademarks or Patents, without the consent of Assignee, which consent shall not be unreasonably withheld.

8. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Patents, in which event Assignors shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 8.

9. Assignors shall execute, deliver and file such additional documents and take such further actions as Assignee deems necessary or appropriate to perfect and maintain the perfection of and otherwise protect Assignee's security interests (and to properly register Assignee's interests) in the Trademarks and Patents.

10. No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of Assignee's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by the other Loan Documents, or by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. This Agreement is subject to modification only by a writing signed by all of the parties.


14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided that Assignors may not assign their rights or delegate their duties under this Agreement without the prior written consent of Assignee.

15. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the law of the State of Utah.

WITNESS the execution hereof as of the day and year first above written.

ASSIGNORS:

MARKER INTERNATIONAL, INC.
a Utah corporation

By 
Name: Kevin Hardy
Title: Chief Financial Officer

MARKER USA,
a Utah corporation

By Kevin Hardy
Name: Kevin Hardy
Title: Chief Financial Officer

MARKER LTD,
a Utah corporation

By Kevin Hardy
Name: Kevin Hardy
Title: Chief Financial Officer

DNR NORTH AMERICA, INC.,
a Delaware corporation

By Kevin Hardy
Name: Kevin Hardy
Title: Chief Financial Officer

DNR USA, INC.,
a Delaware corporation

By Kevin Hardy
Name: Kevin Hardy
Title: Chief Financial Officer

ASSIGNEE:

FIRST SECURITY BANK, N.A.

By Vicci J. Perkins
Name: Vicci J. PERKINS
Title: Vice President

422813.1.w.lke

SCHEDULE A

(to Collateral Assignment of Trademarks and Patents dated August 18, 1998, between Marker International, Inc., Marker USA, Marker LTD, DNR North America, Inc., DNR USA, Inc. and First Security Bank, N.A.)

TRADEMARKS

<u>Application or Registration No.</u>	<u>Mark</u>	<u>Type of Mark</u>
2,018,260	FASTRAK	Trademark
1,860,939	MARKER	Trademark
1,813,866	SC	Trademark
1,850,699	MARKER	Trademark
1,775,970	MI SC	Trademark
1,784,926	SELECTIVE CONTROL SYSTEM	Trademark
1,719,521	M	Trademark
1,632,040	TITANIUM	Trademark
1,595,584	M	Trademark
1,736,748	(DESIGN ONLY)	Trademark
1,652,490	TWINCAM	Trademark
1,792,738	MARKER	Trademark
899,119	MARKER	Trademark

PATENTS

<u>Registration No.</u>	<u>Description</u>
5,143,397	Ski Binding
5,051,605	Switch for Electronic Sports Equipment
RE32,567	Ski Brake
4,693,489	Heelpiece for Safety Ski Binding
4,685,696	Front Piece for a Safety Ski-Binding
4,660,849	Toe Piece for a Safety Ski-Binding
4,657,278	Step-in Electronic Safety Ski Binding
4,640,524	Ski Binding with Screw Retaining Construction
D287,393	Heel Element for Ski Binding
4,624,474	Step-in Yielding Heel Piece for Safety Ski Binding
4,624,473	Heel Binding
4,611,497	Force Transducer
4,600,213	Safety Ski-Binding Having a Sole Plate
4,600,212	Electronic Ski Binding and a Method for its Operation
4,576,396	Electronic Ski-Binding
4,572,542	Indicator for Safety Ski Binding
4,563,021	Release Mechanism for Safety Ski Bindings
D280,435	Ski Toe Clamp

4,537,418	Ski Brake
4,535,718	Indicator for Safety Ski Binding
4,526,398	Touring Ski Binding
4,526,397	Electronic Safety Ski Binding Having Oblique, Orthogonal Transducers
4,515,388	Ski Brake
4,489,956	Heelholder for Safety Ski Bindings
4,485,536	Heel Grip with Pedal Operated Ski Brake for Rotary Ski Binding
4,484,763	Heelholder for a Safety Ski Binding
4,484,761	Magnetic Release System for Safety Ski Bindings
4,477,102	Cross Country Ski Binding
4,470,614	Ski Brake
4,466,634	Heel Holder for Safety Ski Bindings
4,463,967	Ski Brake Having Detachable Pedal
4,458,157	Method and Apparatus for Releasing a Ski Boot from a Ski
4,457,534	Heelholder for Safety Ski Binding
4,457,532	Method and Apparatus for the Actuating Behavior of Safety Ski Binding
4,451,059	Heelholder for Safety Ski Bindings
4,449,731	Heel Holder for Safety Ski Bindings
4,444,413	Heelholder for Safety Ski Bindings
4,405,151	Locking Device for an Electronic Safety Ski Binding
4,404,839	Testing Device for Force Measuring Apparatus
4,395,759	Electronic Safety Ski Binding with Redundant Sensors
4,379,570	Ski Stopper
3,695,624	Toe Iron for Safety Ski Bindings
3,612,560	Rear Tightener for Safety Ski Binding