

12-03-1999

Docket No.:

4329-G-2



101214064

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MWJ
11/22/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Protective Technologies International, Inc. and
Zacko Sports, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other

- Merger
- Change of Name

Execution Date: April 14, 1999

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

Name: PNC BANK, NATIONAL ASSOCIATION

Internal Address: (As Agent)

Street Address: Two Tower Center

City: East Brunswick State: NJ ZIP: 08816

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No (s)

| | |
|-----------|-----------|
| 2,061,883 | 1,810,094 |
| 1,802,816 | 1,745,884 |
| 1,803,305 | 1,783,396 |

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Ronald E. Brown

Internal Address: Kane, Dalsimer, Sullivan and Levy, LLP

Street Address: 711 Third Avenue, 20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215

DO NOT USE THIS SPACE

12/02/1999 TTON11 00000310 2061883

| | |
|-----------|-----------|
| 01 FC:481 | 40.00 OP |
| 02 FC:482 | 125.00 OP |

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.

Ronald E. Brown

Name of Person Signing

Ronald E. Brown
Signature

November 17, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 001995 FRAME: 0285

TRADEMARK SECURITY AGREEMENT

WHEREAS, Protective Technologies International, Inc., a New York Corporation, and Zacko Sports, Inc., a Delaware Corporation (herein referred to, collectively, as "Grantor"), each own the Marks (as hereinafter defined) set forth below their respective names and listed on Schedule 1 annexed hereto:

WHEREAS, the Grantor, certain lenders and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for such lenders (the "Lenders") are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Credit Agreement):

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of April, 1999.

PROTECTIVE TECHNOLOGIES
INTERNATIONAL, INC.

By: Meredith Birrittella
Name: Meredith Birrittella
Title: CEO

ZACKO SPORTS, INC.

By: Meredith Birrittella
Name: Meredith Birrittella
Title: CEO

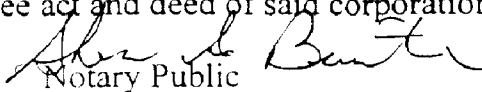
Acknowledged.

PNC Bank, National Association
as Collateral Agent

By: Anthony J. Foti
Name: Anthony J. Foti
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 14th day of April, 1999, before me personally came Meredith Birrittella, to me personally known to be the person described in and who executed the foregoing instrument as CEO of Protective Technologies International, Inc. who being by me duly sworn, did depose and say that he is a CEO of Protective Technologies International, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal 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.


Notary Public

My commission expires

SHAWN A. BANNISTER
Notary Public, State of New York
No. 01BA5027453
Qualified in Kings County
Commission Expires May 9, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 14th day of April, 1999, before me personally came Meredith Birrittella, to me personally known to be the person described in and who executed the foregoing instrument as CEO of Zacko Sports, Inc. who being by me duly sworn, did depose and say that he is a CEO of Zacko Sports, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal 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.


Notary Public

My commission expires

SHAWN A. BANNISTER
Notary Public, State of New York
No. 01BA5027453
Qualified in Kings County
Commission Expires May 9, 2000

Schedule 1 to Trademark Security Agreement

| <u>Trademarks</u> | <u>Registration # or status</u> |
|---------------------------|---------------------------------|
| ELITE | 2,061,883 |
| PTI | Opposition |
| COOL CATS | File Open |
| PTI & LOGO | File Open |
| KID CATS | File Open |
| HYDROGEN CC & LOGO | File Open |
| AERIAL ASSAULT | File Open |
| AERIAL ASSAULT AND DESIGN | 1,802,816 |
| ASSAULT | 1,803,305 |
| TERM ASSAULT | 1,810,094 |
| AERIAL ASSAULT | 1,745,884 |
| AERIAL ASSAULT AND DESIGN | 1,783,396 |
| Mudrunner | File Open |
| Megawatt | File Open |
| Tuff Girl | File Open |
| Pink & Pretty | Dummy File |
| Pink & Pretty | Unknown Canada (Old) |
| Elite Series | Dummy File |
| Elite Series | Appl. Filed Canada (Old) |
| Speed Blaster | Dummy File |
| Speed Blaster | Appl. Filed Canada (Old) |
| Wild Cat | |
| Zacko | |