

Record As of
7.20.99

05-04-2000



101313598

RECEIVED
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUL 20
attached original documents or copy thereof.

Honorable Commissioner of

1. Name of conveying party(ies):

Rawling's Sporting Goods Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: July 14, 1999

2. Name and address of receiving party(ies)

Name: The First National Bank of Chicago, as agent

Internal Address:

Street Address: One First National Plaza

City: Chicago State: IL ZIP: 60603

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

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

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

51

7. Total fee (\$7.00 per 3.41) \$1,290.00

Enclosed

Authorized to be charged to deposit account

2040E

8. Deposit account number:

N/A

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

07/21/1999 DNGUYEN 00000318 434444

01 FC:481
02 FC:482

40.00 OP
1250.00 DP

DO NOT USE THIS SPACE

750.00 DP
1290
+750
2040

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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
REEL: 002033 FRAME: 0231

01 FC 482
10/06/1999 DNGUYEN 00000000 4344

Continuation
Item Y

Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>SWITZERLAND continued . . .</i>							
520402.640	VIC	11/16/95	12829		434444	REGISTERED	25,28
520402.641	VICTORIAVILLE	11/16/95	12828		434443	REGISTERED	25,28
TAIWAN							
520402.685	GOLD GLOVE	11/24/98	87056636			PENDING	28
520402.309	R and Design	8/24/95	84043091	1/16/98	793524	REGISTERED	28
520402.463	RAWLINGS			5/1/83	210023	REGISTERED	25
520402.465	RAWLINGS			4/1/73	63238	REGISTERED	28
520402.462	RAWLINGS and Design			4/1/73	63239	REGISTERED	28
520402.461	RAWLINGS and Design			5/1/83	210024	REGISTERED	25
520402.459	RAWLINGS and Design			4/1/86	319575	REGISTERED	25
520402.688	RAWLINGS In Mandarin (LO LIN SHIH)	1/4/99	88000105			PENDING	28
520402.687	RED LABEL Design with RAWLINGS and Design			9/1/86	338070	REGISTERED	
520402.464	THE MARK OF A PRO	11/2/82	7135591	5/1/83	210026	REGISTERED	25
520402.310	THE MARK OF A PRO	8/24/95	84043092	6/1/96	805171	REGISTERED	28
THAILAND							
520402.467	R and Design	6/16/97	336415			PENDING	28
520402.471	RAWLINGS and Design	8/28/97	342547 & 48	9/1/88	65506 & 07	REGISTERED	28,25
520402.469	RAWLINGS and Design	6/5/98	361687	7/28/98	75104	REGISTERED	28
520402.470	RED LABEL Design	6/5/98	361688	7/28/98	75106	REGISTERED	28
520402.472	RED LABEL Design	6/26/97	342549 & 50	9/1/88	65504 & 05	REGISTERED	28,25
520402.630	THE MARK OF A PRO					PROPOSED	028
UNITED KINGDOM							
520402.332	RAWLINGS	5/30/91	1465972	5/30/91	1465972	REGISTERED	28,25
520402.329	RAWLINGS and Design	10/29/86	1288549	10/29/86	1288549	REGISTERED	28
520402.328	RAWLINGS and Design	10/29/86	1288548	10/29/86	1288548	REGISTERED	25
520402.331	RAWLINGS and Design	5/30/91	1465970	5/30/91	1465970	REGISTERED	28,25
520402.325	RED LABEL Design with RAWLINGS and Design	5/4/94	1570959	5/4/94	1570959	REGISTERED	028
UNITED STATES							
520402.519	ADIRONDACK	5/8/84	72/192,969	7/13/85	792,524	REGISTERED	28
520402.504	ADIRONDACK and Design	10/31/86	72/257,566	1/2/88	841,583	REGISTERED	28
520402.513	ANNULAR BAND ON BAT and Design	9/30/70	72/372,152	10/24/72	945,646	REGISTERED	28
520402.527	ARMORLITE and Design	2/25/74	73/014,181	4/8/75	1,008,431	REGISTERED	28
520402.386	BALL OF FAME	7/26/96	75/140,484	4/28/98	2,154,231	REGISTERED	20

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
520402.637	BASEBALL GLOVE DESIGN with R and Design around finger hole	9/25/98	75/558,945			PENDING	28
520402.529	BASKET - WEB	1/4/74	73/010,125	7/15/75	1,015,867	REGISTERED	28
520402.565	BASKET HINGE	7/27/90	74/082,676	6/25/91	1,648,938	REGISTERED	28
520402.393	BASKET HINGE GLOVE Design	4/2/90	74/044,633	9/22/92	1,718,340	REGISTERED	28
520402.493	BAT OF FAME	3/11/98	75/448,011	6/22/99	2,255,339	REGISTERED	28
520402.510	BIG STICK	2/5/69	72/318,377	5/5/70	890,401	REGISTERED	28
520402.367	BOTTOM OF THE NET and Design	12/2/94	74/606,484	6/17/97	2,072,231	REGISTERED	28
520402.727	BUBBLE BARREL					PROPOSED	28
520402.552	CENTURY II SERIES and Design	4/19/93	74/379,799	12/28/93	1,813,875	REGISTERED	28
520402.501	CORE BOND	12/3/97	75/399,451	5/18/99	2,245,674	REGISTERED	28
520402.526	CRUSADER and Design	3/16/60	73/093,021	12/13/60	708,369	REGISTERED	28
520402.520	DEEP WELL and Design with quotations	7/31/44	71/472,786	12/5/44	410,639	REGISTERED	28
520402.553	DEFENSE SERIES	2/10/93	74/357,588	1/25/94	1,818,025	REGISTERED	28
520402.530	DIAMOND DUST	11/3/78	73/191,940	2/28/80	1,131,414	REGISTERED	28
520402.507	DOUBLE CA-THUD	11/10/60	72/108,224	8/8/61	719,606	REGISTERED	28
520402.653	DUAL- <u>E</u> END LOAD and Design	7/6/98	75/513,368			PENDING	28
520402.614	EDG3+ and Design	11/20/97	75/393,175	11/10/98	2,202,962	REGISTERED	28
520402.509	EDGE-U-CATED	11/10/60	72/108,225	7/17/62	734,492	REGISTERED	28
520402.275	ELITE STICK	8/4/97	75/334,916	4/13/99	2,239,687	REGISTERED	28
520402.506	FASTBACK and Design	7/15/68	72/302,762	3/10/70	887,431	REGISTERED	28
520402.533	FENCE FINDER	11/3/78	73/191,939	2/26/80	1,131,413	REGISTERED	28
520402.518	FLEX-O-MATIC	3/25/63	72/165,377	2/11/64	764,598	REGISTERED	28
520402.534	FORM-U-LACE WEB and Design	6/29/78	73/178,535	1/13/81	1,145,855	REGISTERED	22
520402.549	GOLD GLOVE	9/6/83	73/442,642	8/21/84	1,291,345	REGISTERED	28
520402.514	GOLD GLOVE AWARD	1/22/73	72/446,568	8/8/74	990,449	REGISTERED	41
520402.525	HEART OF THE HIDE and Design	5/8/59	72/073,281	9/6/60	703,875	REGISTERED	28
520402.511	HOLDSTER and Design	10/24/68	72/310,497	7/14/70	894,506	REGISTERED	28
520402.536	LITE TOE	10/22/86	73/626,389	6/9/87	1,442,299	REGISTERED	28
520402.383	LOBSTER	6/2/97	75/301,170	4/6/99	2,237,593	REGISTERED	28
520402.389	MAGNUM	8/7/91	74/194,167	6/16/92	1,694,625	REGISTERED	28
520402.725	MATTE FORGED FINISH					PROPOSED	28
520402.686	MILLENNIUM SERIES	9/25/98	75/559,726			PENDING	28
520402.716	MINI-MITT					MAILED	28

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
520402.717	Miscellaneous Design (Blue, Red and Silver Basketball)					PROPOSED	28
520402.392	MPH	1/31/92	74/242,884	10/13/92	1,723,988	REGISTERED	28
520402.554	PAD LOCK	8/23/93	74/427,746	4/19/94	1,831,482	REGISTERED	28
520402.532	PERMA-PRINT	2/13/78	73/158,380	12/11/79	1,127,664	REGISTERED	40
520402.556	PLAY CATCH WITH YOUR KID	9/28/95	74/735,353	10/22/96	2,009,969	REGISTERED	42
520402.508	PLAYMAKER	1/7/74	73/010,337	1/7/75	1,001,096	REGISTERED	28
520402.557	PLAYMAKER	3/13/95	74/646,089	12/3/98	2,021,383	REGISTERED	28
520402.654	POWER COACH	7/8/98	75/513,374			PENDING	28
520402.494	POWER FORGED	9/30/97	75/365,701	1/26/99	2,220,295	REGISTERED	28
520402.551	POWER PACK	7/23/97	73/674,066	1/14/92	1,671,865	REGISTERED	28
520402.726	POWER RIB					PROPOSED	28
520402.559	PRO RING	10/19/79	73/235,760	7/14/81	1,161,136	REGISTERED	28
520402.505	QB and Design	4/25/69	72/325,571	3/3/70	887,080	REGISTERED	28
520402.528	R and Design	5/20/74	73/021,835	5/27/75	1,011,618	REGISTERED	28
520402.535	R and Design	2/10/82	73/349,745	5/1/84	1,276,246	REGISTERED	25
520402.550	R5	3/18/85	73/527,517	9/24/85	1,362,162	REGISTERED	28
520402.271	RADAR BALL	8/4/97	75/334,953	3/16/99	2,232,958	REGISTERED	28
520402.515	RAWLINGS	1/7/65	72/209,535	12/7/65	799,922	REGISTERED	25
520402.516	RAWLINGS	1/4/65	72/209,302	1/18/66	802,184	REGISTERED	28
520402.542	RAWLINGS and Design	4/2/84	73/473,350	5/28/85	1,337,914	REGISTERED	18
520402.547	RAWLINGS and Design	2/10/82	73/349,747	9/27/83	1,252,330	REGISTERED	25
520402.522	RAWLINGS and Design	10/21/44	71/475,586	2/27/45	412,343	REGISTERED	28
520402.558	RAWLINGS and Design	7/24/78	73/179,339	3/31/81	1,149,932	REGISTERED	28
520402.561	RAWLINGS and Design	7/24/78	73/179,337	2/24/81	1,147,720	REGISTERED	25
520402.555	RAWLINGS GOLD GLOVE AWARD	1/11/95	74/620,918	1/2/96	1,945,584	REGISTERED	41
520402.545	RAWLINGS/ADIRONDACK/PRO RING - "THE MARK OF A PRO" and Design	3/18/85	73/527,495	11/19/85	1,371,501	REGISTERED	28
520402.541	RAWLINGS/ADIRONDACK/PRO RING and Design	9/30/83	73/445,984	8/21/84	1,291,349	REGISTERED	28
520402.546	RED LABEL Design	2/10/82	73/349,743	9/13/83	1,251,186	REGISTERED	25
520402.503	RED LABEL Design	1/4/65	72/209,303	9/5/66	814,543	REGISTERED	28
520402.517	RED LABEL Design	9/29/61	72/128,923	7/23/63	753,248	REGISTERED	28
520402.512	RED LABEL Design with THE MARK OF A PRO with quotations	12/18/69	72/346,651	7/13/71	916,218	REGISTERED	28
520402.603	REVOLUTION SERIES	11/24/97	75/394,898	6/15/99	2,254,443	REGISTERED	28

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
520402.269	S-COR and Design	11/6/98	75/583,994			PENDING	28
520402.391	SILENCER	3/25/91	74/150,801	4/21/92	1,683,880	REGISTERED	28
520402.544	SILVER GLOVE AWARD	9/16/83	73/443,991	8/10/88	1,397,157	REGISTERED	41
520402.538	SPIN STOPPER	4/20/87	73/656,290	12/29/87	1,470,768	REGISTERED	28
520402.486	STACKED WEB	7/27/90	74-082,703	7/9/91	1,650,234	REGISTERED	28
520402.502	SUPER STITCH	12/2/97	75/398,565	6/22/99	2,255,071	REGISTERED	28
520402.537	T SHOT	11/4/86	73/628,609	6/16/87	1,443,396	REGISTERED	28
520402.609	THE BIG UNIT and Design					PROPOSED	28
520402.539	THE CENTURY SERIES	3/28/88	73/719,147	11/16/88	1,512,877	REGISTERED	28
520402.560	THE FINEST IN THE FIELD	7/10/78	73/177,506	2/16/82	1,190,090	REGISTERED	28
520402.540	THE MARK OF A PRO with quotations	4/25/88	73/724,719	6/13/89	1,543,634	REGISTERED	25,28
520402.548	THE MARK OF A PRO with quotations	2/10/82	73/349,740	1/17/84	1,264,331	REGISTERED	25
520402.543	THE PREMIUM SERIES with quotations	12/12/83	73/456,743	8/20/85	1,355,597	REGISTERED	28
520402.524	TRAP-EZE	6/12/59	72/075,655	4/19/60	696,364	REGISTERED	28
520402.678	VIC	12/8/86	73/634,133	7/7/87	1,446,638	REGISTERED	28
520402.675	VICTORIANVILLE	12/8/86	73/634,134	3/22/88	1,481,670	REGISTERED	28
520402.388	Y HINGE	4/29/96	75/095,580	6/23/98	2,168,120	REGISTERED	028
VENEZUELA							
520402.311	ADIRONDACK	8/3/72	5844/72			PENDING	28
520402.321	ADIRONDACK BIG STICK		1018/75	12/21/76	83615	REGISTERED	28
520402.312	GOLD GLOVE	11/25/92	25844/92			PENDING	28
520402.313	GOLD GLOVE AWARD	11/25/92	25842/92			PENDING	41
520402.314	PREMIO GUANTE DE ORO	11/25/92	25541/92			PENDING	41
520402.320	R and Design	6/10/94	7517/94			PENDING	28
520402.319	R and Design	6/10/94	7518/94			PENDING	25
520402.323	RAWLINGS and Design	5/16/56	1590/56	8/25/58	34998	REGISTERED	28
520402.322	RAWLINGS and Design	5/22/56	1667/56	6/30/61	40031	REGISTERED	25
520402.318	RED LABEL Design with RAWLINGS and Design	6/10/94	7519/94			PENDING	28
520402.317	RED LABEL Design with RAWLINGS and Design	6/10/94	7520/94			PENDING	25
520402.316	THE MARK OF A PRO	6/10/94	7521/94			PENDING	25
520402.315	THE MARK OF A PRO	6/14/94	7706/94			PENDING	28
VIETNAM							
520402.475	RAWLINGS	6/24/94	18753	3/4/95	15630	REGISTERED	25,28

INTELLECTUAL PROPERTY ASSIGNMENT OF SECURITY INTEREST

This Intellectual Property Assignment of Security Interest (this "Assignment") is dated as of July 14, 1999 by and between Rawling's Sporting Goods Company, Inc. (the "Assignor"), and THE FIRST NATIONAL BANK OF CHICAGO, as agent (the "Agent") for the Lenders (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of September 12, 1997 among the Assignor, the financial institutions signatory thereto (the "Lenders"), and the Agent (as heretofore and hereafter restated, amended or modified, the "Credit Agreement"), the Lenders have agreed to make certain loans and other financial accommodations to the Assignor; and

B. As a condition to further extensions of credit under the Credit Agreement the Lenders have required that the Assignor grant to the Agent, on behalf of the Lenders and at the Agent's request, a security interest in certain of the Assignor's assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. General Terms. As used in this Assignment:

"Assignment" means this Intellectual Property Assignment of Security Interest, as it may be amended, modified or restated from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event described in Section 5 hereof.

"Default Rate" means the rate of interest which may be due and owing from time to time on any Loan and payable by the Assignor under the Credit Agreement pursuant to Section 2.11 of such agreement.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

“Obligations” means all “Obligations” as defined in the Credit Agreement.

“Patents” has the meaning ascribed to it by Section 2(d) hereof.

“Related Documents” means, collectively, all documents and things in the Assignor’s possession related to the production and sale by the Assignor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Assignor in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

“Section” means a numbered section of this Assignment, unless another document is specifically referenced.

“Trademarks” has the meaning ascribed to it by Section 2(b) hereof.

“Unmatured Default” means an event which but for the lapse of requisite time or the giving of requisite notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. GRANT OF SECURITY INTEREST.

The Assignor hereby sells, assigns, transfers and sets over to the Agent, for the benefit of itself and the Lenders, and grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Assignor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, the copyright registrations listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the U.S. trademark and service mark applications and registrations listed on Exhibit B hereto, as well as any renewals thereof and the trademarks and service marks covered thereby, and

all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which the Assignor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses");

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

The Assignor represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. The Assignor is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and the Assignor has all requisite authority to conduct its business and is qualified to do business in each jurisdiction in which its business is conducted except those jurisdictions in which the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization, Validity and Enforceability. The execution, delivery and performance by the Assignor of this Assignment have been duly authorized by proper corporate proceedings, and this Assignment constitutes a legal, valid and binding obligation of the

Assignor and creates a security interest which is enforceable against the Assignor in all now owned and hereafter acquired Collateral except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting enforcement of creditors' rights generally and subject also to the availability of equitable remedies if equitable remedies are sought.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Assignor of this Assignment, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Assignor or the Assignor's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Assignor is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien (except to the extent created by this Assignment) pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, the Assignor's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.5. No Other Names. Except as set forth in Exhibit F hereto, since July 1, 1994, the Assignor has not conducted business under any name except the names in which it has executed this Assignment or as otherwise disclosed pursuant to the Loan Documents.

3.6. No Default. No Default or Unmatured Default exists.

3.7. No Financing Statements. Upon the making of the filings and recordings specified in clauses (a) and (b) of Section 3.8 below, the Agent will have a first priority perfected security interest in the Collateral. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming the Assignor as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office except financing statements or similar documents permitted by Section 6.18 of the Credit Agreement.

3.8. Security Interest. This Assignment creates a valid security interest in and collateral assignment of the Collateral, enforceable against the Assignor and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Assignment in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Missouri.

3.9. Registrations. To the knowledge of Assignor's officers, the Assignor has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the Assignor's officers, threatened against or affecting the Assignor or its Subsidiaries challenging the Assignor's right, title and interest in the Collateral or alleging that the Assignor's use of any Collateral violates the rights of any Person which could reasonably be expected to have a Material Adverse Effect. To the knowledge of Assignor's officers, the Assignor's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Copyright, Trademark, and Patent applications and registrations and the Licenses set forth on the Schedules hereto constitute, as of the date hereof, all such applications, registrations and Licenses of the Assignor and Assignor has good and marketable title to all such property, free and clear of all Liens other than those in favor of the Agent and the Lenders or permitted under Section 6.18 of the Credit Agreement.

4. COVENANTS.

From the date of this Assignment, and thereafter until this Assignment is terminated:

4.1. Inspection. The Assignor will permit the Agent, by representatives and agents, to examine and make copies of the records of the Assignor relating to the Collateral, and to discuss the Collateral and the records of the Assignor with respect thereto with, and to be advised as to the same by, the Assignor's officers and employees at such reasonable times and intervals as the Agent may designate.

4.2. Taxes. The Assignor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent permitted pursuant to clauses (a) and (b) of Section 6.5 of the Credit Agreement.

4.3. Records and Reports. The Assignor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request.

4.4. Notice of Default. The Assignor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or other, which would have a Material Adverse Effect.

4.5. Financing Statements and Other Actions. The Assignor will execute and deliver to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain and/or perfect a first perfected security interest in the Collateral.

4.6. Disposition of Collateral. Except for non-exclusive licensing agreements or as permitted under the Credit Agreement, the Assignor will not sell, lease or otherwise dispose

of the Collateral without the prior consent of Agent, which consent shall not be unreasonably withheld.

4.7. Liens. The Assignor will not create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Assignment and as otherwise permitted by Section 6.18 of the Credit Agreement.

4.8. Other Financing Statements. The Assignor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the Agent, on behalf of the Lenders, as secured parties.

4.9. Preservation of Value. The Assignor agrees to protect and preserve the value and integrity of all material Trademarks, Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Assignment.

4.10. Collateral Royalties; Term. The Assignor hereby agrees that any use by the Agent, on behalf of the Lenders, of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Assignor, and without any liability for royalties or other related charges from the Agent or any Lender to the Assignor. The term of the assignments and grants of security interests granted herein shall extend until the expiration of each of the respective Copyrights, Trademarks, Patents and Licenses assigned or pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Agent or any Lender exists that could give rise to any Obligations and the Credit Agreement and this Assignment have been terminated, whichever first occurs.

4.11. Annual Report. The Assignor shall provide the Agent upon request, and in any event within 15 days after the end of each calendar quarter, with a list of all new applications for United States and foreign copyright registrations, patents and trademark registrations, which new applications shall be subject to the terms and conditions of this Assignment. The Assignor hereby authorizes the Agent to modify this Assignment by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Assignment from time to time as the Agent sees fit.

4.12. Duties of Assignor. The Assignor shall have the duty (a) to prosecute diligently any application to register any material Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all Obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as the Borrower may determine, in its sole discretion, to be appropriate, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by the Assignor. The Assignor shall not abandon any filed application to register material Patents, Trademarks and Copyrights without the prior written consent of the Agent.

4.13. Delivery of Certificates. Upon the request of the Agent, the Assignor shall deliver to the Agent copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights.

4.14. Notice of Proceedings. The Assignor shall promptly notify the Agent and the Lenders of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Assignor's right, title and interest in any material Patent, Trademark or Copyright or the Assignor's right to register any material Patent, Trademark or Copyright.

5. DEFAULT.

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of the Assignor to the Agent or the Lenders under or in connection with this Assignment shall be false in any material respect as of the date on which made or deemed made.

5.1.2. The breach by the Assignor of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by the Assignor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Assignment which is not remedied within twenty (20) days after the giving of written notice by the Agent.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Default described in the Credit Agreement occurs with respect to the Assignor, the obligations of the Lenders to make Loans thereunder and the right of the Lenders to declare the Obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. Assignor's Obligations Upon Default. Upon the request of the Agent after a Default occurs and is continuing, the Assignor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at the main office of the Assignor or at such other place or places reasonably specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of

the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

6. WAIVERS, AMENDMENTS AND REMEDIES.

6.1. Remedies. In the event that any Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Lender upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Assignor, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Assignment shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Assignment whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Agent and all of the Lenders. All rights and remedies contained in this Assignment or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been indefeasibly paid in full.

7. PROCEEDS.

7.1. Special Collateral Account. After a Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special cash collateral account with the Agent and held there as security for the Obligations.

7.2. Application of Proceeds. The proceeds of the Collateral received by Agent pursuant to Section 7.1 shall be applied by the Agent to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all reasonable costs and expenses of the Agent and the Lenders incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Agent and the Lenders

pursuant to this Assignment, including all costs and expenses of any sale pursuant hereto, and of any judicial or private proceedings in which such sale may be made, and of all other expenses, liabilities and advances made or incurred by the Agent, the Lenders and the agents and attorneys of each of them, together with interest at the Default Rate on such costs, expenses and liabilities and on all advances made by the Agent or any Lender from the date any such cost, expense or liability is due, owing or unpaid or any such advance is made, in each case until paid in full;

(b) SECOND, for application of in accordance with Section 7.3 to the Borrower Security Agreement; and

(c) THIRD, the balance, if any, after all of the Obligations have been satisfied, shall be remitted to the Assignor or as required by law.

8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Assignor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Assignor, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Agent Performance of Assignor Obligations. Without having any obligation to do so, upon either (a) notice to the Assignor or (b) the occurrence of an Unmatured Default or a Default, the Agent may perform or pay any obligation which the Assignor has agreed to perform or pay in this Assignment and the Assignor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.2. The Assignor's obligation to reimburse the Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

8.3. Authorization for Agent to Take Certain Action. The Assignor irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon either (a) notice to the Assignor or (b) the occurrence of an Unmatured Default or a Default: (i) to execute on behalf of the Assignor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's and Lenders' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Assignment or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Assignor authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. The Assignor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Agent and the Lenders and that the Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Assignor contained in this Assignment, that the covenants of the Assignor contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against the Assignor.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, the Assignor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Assignor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders or all Lenders, as required by the Credit Agreement.

8.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Assignment are used in this Assignment as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Assignor, the Agent and the Lenders and their respective successors and assigns, except that the Assignor shall not have the right to assign its rights or obligations under this Assignment or any interest herein, without the prior written consent of the Agent and the Lenders.

8.8. Survival of Representations. All representations and warranties of the Assignor contained in this Assignment shall survive the execution and delivery of this Assignment.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Lender, with respect to its gross or net income or profits arising out of this Assignment) payable or ruled payable by any Federal or State authority in respect of this Assignment shall be paid by the Assignor, together with interest and penalties, if any. The Assignor shall reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Assignment and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be

employees of the Agent or such Lender) paid or incurred by the Agent or such Lender in connection with the collection and enforcement of this Assignment.

8.10. Headings. The title of and section headings in this Assignment are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Assignment.

8.11. Termination. This Assignment and the Liens arising hereunder shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations or commitments therefor outstanding) until the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lenders thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Assignor. Upon such termination, the Agent shall promptly return to the Assignor, at the Assignor's expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to the Assignor such other documents as the Assignor shall reasonably request to evidence such termination.

8.12. Entire Agreement. This Assignment, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between the Assignor and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Assignor and the Agent relating to the Collateral.

8.13. Indemnity. The Assignor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Assignment, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Agent or any such Lender).

8.14. Releases. Upon termination of this Assignment in accordance with the provisions of Section 8.11 hereof, the Agent and the Lenders shall, at the Assignor's request and expense, execute such releases as the Assignor may reasonably request, in form and upon terms acceptable to the Agent and the Lenders in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Assignor waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment shall be effective when it has been executed by the Assignor and the Agent.

8.17. CHOICE OF LAW. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.18. Marshalling. Neither the Agent nor any Lender shall be under any obligation to marshal any assets in favor of the Assignor or any other party or against or in payment of any or all of the Obligations.

9. THE AGENT.

The First National Bank of Chicago has been appointed as Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.


10. NOTICES.

10.1. Sending Notices. Any notice required or permitted to be given under this Assignment shall be given in accordance with Section 13.1 of the Credit Agreement.


10.2. Change in Address for Notices. The Assignor and the Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

**RAWLING'S SPORTING GOODS
COMPANY, INC.**

By: 
Its: CHIEF FINANCIAL OFFICER

**THE FIRST NATIONAL BANK OF
CHICAGO, as Agent**

By: 
Its: First Vice President

STATE OF Illinois)
) SS:
COUNTY OF Cook)

The foregoing Intellectual Property Assignment of Security Interest was executed and acknowledged before me this 14th day of July, 1999 by Rexford K. Peterson, personally known to me to be the Chief Financial Officer of Rawling's Sporting Goods Company, Inc. a Delaware corporation, on behalf of such corporation.

.....
"OFFICIAL SEAL"
ANN E. SULLIVAN
Notary Public, State of Illinois
My Commission Expires 9/12/01
.....

(SEAL)


NOTARY PUBLIC

My Commission Expires: 9/12/01

EXHIBIT A

RAWLINGS COPYRIGHTS

520402.034.010	TX 1 795 677	RAWLINGS HELMET HANDBOOK	20
520402.034.011	TX 1 795 676	RAWLINGS SHOULDER PAD HANDBOOK	
520402.034.012	TX 1 797 027	THIS TEAM PLAYS IN EVERY ALL-STAR AND WORLD SERIES GAME	
520402.034.013	TX 1 797 026	PROTECTION WITH PERFORMANCE CPO-36 & CPO-46 SHOULDER PA	
520402.034.014	TX 1 797 025	THE RAWLINGS QUARTERED GRAIN WOOD BAT	
520402.034.015	VA 302-416	GREAT MOMENTS IN WORLD SERIES HISTORY	
520402.034.016	TX 1 797 028	PROTECTION WITH PERFORMANCE -- AIMS	

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RAWLINGS SPORTING GOODS COMPANY, INC.

EXHIBIT B

Trademark Report by Country
Status: ACTIVE

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AUSTRALIA							
520402.283	GOLD GLOVE AWARD	9/27/94	641705	7/11/97	641705	REGISTERED	41
520402.165	R and Design	10/11/78	322917	10/25/84	B322917	REGISTERED	28
520402.287	RAWLINGS	11/24/76	302474	11/24/83	B302474	REGISTERED	25
520402.288	RAWLINGS	11/24/76	302475	11/24/83	B302475	REGISTERED	28
520402.290	RAWLINGS and Design	11/24/76	302477	11/24/83	B302477	REGISTERED	28
520402.289	RAWLINGS and Design	11/24/76	302476	11/24/83	B302476	REGISTERED	25
520402.284	RED LABEL Design with RAWLINGS and Design	5/19/94	630155	9/16/97	630155	REGISTERED	25,28
520402.286	THE MARK OF A PRO	5/19/94	630153	2/5/98	630153	REGISTERED	25,28
BENELUX							
520402.169	R and Design	5/4/94	826718	5/16/95	554066	REGISTERED	25,28
520402.168	RAWLINGS	11/9/76	616176	2/8/78	343825	REGISTERED	25,28
520402.167	RAWLINGS and Design	11/9/76	616175	11/9/76	343824	REGISTERED	25,28
520402.170	RED LABEL Design with RAWLINGS and Design	5/4/94	826690	4/3/95	554259	REGISTERED	25,28
520402.171	THE MARK OF A PRO	5/4/94	826716	4/3/94	554524	REGISTERED	25,28
BRAZIL							
520402.173	R and Design	2/11/94	817699287	10/28/97	817699287	REGISTERED	28
520402.292	RAWLINGS and Design	2/11/94	817699295	4/7/98	817699295	REGISTERED	28
520402.291	RAWLINGS and Design	2/11/94	817699309	10/28/97	817699309	REGISTERED	25
520402.293	RED LABEL Design with RAWLINGS and Design	2/11/94	817699279	10/28/97	817699279	REGISTERED	25
520402.294	RED LABEL Design with RAWLINGS and Design	2/11/94	817699260	4/7/98	817699260	REGISTERED	28
520402.172	THE MARK OF A PRO	2/11/94	817699244	3/26/96	817699244	REGISTERED	28
CANADA							
520402.175	ADIRONDACK	10/16/64	285,138	6/18/65	140,818	REGISTERED	28
520402.176	ADIRONDACK and Design	12/14/70	338,662	3/17/72	181,870	REGISTERED	28
520402.177	ANNULAR BAND ON BAT and Design	8/6/71	345,096	5/18/73	190,993	REGISTERED	28
520402.186	BASKET - WEB	2/10/78	420,944	4/18/80	243,173	REGISTERED	28
520402.184	DEEP WELL and Design with quotations	11/9/78	403,998	1/13/78	225,453	REGISTERED	28
520402.182	EDGE-U-CATED	11/9/76	404,000	1/13/78	225,413	REGISTERED	28
520402.276	ELITE STICK	1/14/98	866,036			PENDING	28
520402.178	FASTBACK	6/19/72	354,443	6/8/73	191,709	REGISTERED	28

Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>CANADA continued...</i>							
520402.179	FASTBACK and Design	10/27/72	358,217	6/29/73	192,291	REGISTERED	28
520402.185	HEART OF THE HIDE and Design	2/10/78	420,938	11/9/79	237,044	REGISTERED	28
520402.183	HOLDSTER and Design	11/9/76	403,997	1/13/78	225,452	REGISTERED	28
520402.618	LOBSTER	1/20/98	866722			PENDING	28
520402.193	PAD LOCK	8/4/93	734,228	7/22/94	430,819	REGISTERED	28
520402.495	POWER FORGED	1/21/98	867002			PENDING	28
520402.180	R and Design	11/9/76	404,001	4/20/79	232,738	REGISTERED	28
520402.272	RADAR BALL	1/14/98	866,037			PENDING	28
520402.190	RAWLHIDE	2/25/85	537,098	8/29/86	317,875	REGISTERED	28
520402.174	RAWLINGS	11/3/44	185,344	11/3/44	UCA020,033	REGISTERED	28,25
520402.188	RAWLINGS	12/14/78	433,611	3/30/84	289,202	REGISTERED	25
520402.189	RAWLINGS	10/14/84	529,838	11/22/85	308,626	REGISTERED	28
520402.181	RAWLINGS and Design	4/28/73	363,879	7/11/75	208,083	REGISTERED	28
520402.191	RAWLINGS and Design	7/9/85	546,012	6/26/87	329,299	REGISTERED	28
520402.187	RED LABEL Design with THE MARK OF A PRO with quotations	2/10/78	420,943	5/9/80	244,487	REGISTERED	28
520402.498	SHOTMAKER	1/10/95	0772776	11/17/95	TMA450,346	REGISTERED	28
520402.192	THE FINEST IN THE FIELD	3/17/87	552,161	11/25/88	348,209	REGISTERED	28
520402.676	VIC	10/22/84	530,223	2/14/92	TMA394,041	REGISTERED	28
520402.677	VICTORIAVILLE	8/30/72	358,597	1/25/74	TMA196,931	REGISTERED	28
520402.194	ZIPPER	3/14/94	749,328	2/3/95	438,886	REGISTERED	22
CHINA							
520402.214	R and Design	7/30/79	N/A	4/15/81	145947	REGISTERED	28
520402.212	R and Design	7/30/79	N/A	4/15/81	145945	REGISTERED	25
520402.198	RAWLINGS	7/30/79	N/A	4/15/81	145941	REGISTERED	28
520402.197	RAWLINGS	7/30/79	N/A	4/15/81	145939	REGISTERED	25
520402.199	RAWLINGS and Design	7/30/79	N/A	4/15/81	145942	REGISTERED	25
520402.200	RAWLINGS and Design	7/30/79	N/A	4/15/81	145944	REGISTERED	28
520402.652	RAWLINGS in Mandarin (LO LIN SHIN)	7/16/98	9800079687			PENDING	28
520402.216	RED LABEL Design	5/24/99	9900057284			PENDING	28
520402.215	THE MARK OF A PRO	6/16/83	N/A	1/30/84	204027	REGISTERED	25
COLOMBIA							
520402.219	ADIRONDACK			10/9/73	81155	REGISTERED	28
520402.221	ANNULAR BAND ON BAT and Design		135544	10/9/73	81157	REGISTERED	28

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>COLOMBIA continued...</i>							
520402.220	BIG STICK		135,544	10/9/73	81156	REGISTERED	28
520402.296	RAWLINGS	10/16/91	348,975	11/25/76	88326	REGISTERED	28
520402.297	RAWLINGS	10/16/91	348,974	11/25/76	88325	REGISTERED	25
520402.295	RAWLINGS and Design	10/16/91	348,977	11/25/76	88330	REGISTERED	28
520402.298	RAWLINGS and Design	10/16/91	348,976	11/25/76	88329	REGISTERED	25
COSTA RICA							
520402.224	R and Design					MAILED	28
520402.225	RAWLINGS and Design	4/14/88	64930	4/28/89	69841	REGISTERED	28
520402.228	RED LABEL Design	5/30/88	65116	4/28/89	69857	REGISTERED	28
520402.223	THE MARK OF A PRO					MAILED	28
CUBA							
520402.491	RAWLINGS and Design	8/23/47	113427	4/21/50	79258	REGISTERED	28
DENMARK							
520402.299	RAWLINGS	1/10/77	100-77	6/17/77	2113-1977	REGISTERED	25,28
DOMINICAN REPUBLIC							
520402.666	GOLD GLOVE	11/23/98	46904	1/30/99	102417	REGISTERED	28
520402.569	R and Design		N/A	11/17/82	34611	REGISTERED	28
520402.570	RAWLINGS			5/28/75	24221	REGISTERED	25
520402.250	RAWLINGS and Design	5/21/75	N/A	5/28/75	24226	REGISTERED	45
520402.477	RAWLINGS and Design		N/A	5/28/75	24220	REGISTERED	28
ECUADOR							
520402.254	ADIRONDACK		669	8/7/72	2962/92	REGISTERED	28
520402.253	ANNULAR BAND ON BAT and Design		579	6/1/73	933	REGISTERED	28
520402.252	BIG STICK		578	6/1/73	927	REGISTERED	28
FRANCE							
520402.257	ADIRONDACK	8/13/90	232198	8/13/90	1609155	REGISTERED	28
520402.258	R and Design	10/12/94	94/539884	10/12/94	94/539884	REGISTERED	28
520402.260	RAWLINGS	9/27/90	239,772	9/27/90	1,617,753	REGISTERED	25,28
520402.263	RAWLINGS	11/17/86	2331,69	11/17/86	1,380,208	REGISTERED	25,28
520402.256	RAWLINGS and Design	12/6/78	233,168	11/15/96	1380209	REGISTERED	25,28
520402.261	RAWLINGS and Design	9/27/90	239,771	9/27/90	1,617,752	REGISTERED	25,28
520402.262	RED LABEL Design with RAWLINGS and Design	8/8/95	95/584021	8/8/95	95/584021	REGISTERED	28
520402.259	THE MARK OF A PRO	8/8/95	95/584022	8/8/95	95/584022	REGISTERED	28
GERMANY							

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>GERMANY continued</i>							
520402.266	R and Design	1/1/95	F43950/28WZ	11/30/95	2912598	REGISTERED	28
520402.268	RAWLINGS	8/30/90	F36964/28WZ	5/7/91	1175986	REGISTERED	25,28
520402.265	RAWLINGS	1/5/77	963980	1/5/77	963980	REGISTERED	28
520402.267	RAWLINGS and Design	8/30/90	F38963/28WZ	5/7/91	1175985	REGISTERED	25,28
520402.270	RED LABEL Design with RAWLINGS and Design	5/5/94	F43955/25WZ	3/22/95	2093325	REGISTERED	25,28
520402.644	VIC	11/21/95	.1 47307	4/17/96	395 47 307	REGISTERED	28
520402.643	VICTORIAVILLE	11/21/95	.8 47309	4/16/96	395 47 309	REGISTERED	28
GREECE							
520402.203	R and Design	3/3/93	113020	3/3/93	113020	REGISTERED	25,28,09
520402.204	RAWLINGS	3/3/93	113021	3/3/93	113021	REGISTERED	25,28,09
520402.202	RAWLINGS and Design	3/3/93	113019	3/3/93	113019	REGISTERED	25,28,09
GUATEMALA							
520402.206	RAWLINGS	6/3/82	75540	9/9/83	44930	REGISTERED	25
520402.229	RAWLINGS and Design	6/24/82	75922	11/5/84	48295	REGISTERED	25
520402.205	RAWLINGS and Design	3/5/97	01902	10/13/98	9701902	REGISTERED	28
HONG KONG							
520402.237	HEART OF THE HIDE	4/1/82	880D82	4/1/82	5081983	REGISTERED	25
520402.236	HEART OF THE HIDE and Design	4/1/82	880E82	4/1/82	28011986	REGISTERED	25
520402.235	TIE BREAKER	4/1/82	880A82	4/1/82	1401985	REGISTERED	25
INDONESIA							
520402.233	RAWLINGS	3/28/83	N/A	10/2/84	335523	REGISTERED	25
520402.232	RAWLINGS and Design	12/3/87	239465	9/19/88	239465	REGISTERED	25,28
520402.231	RAWLINGS and Design	4/26/93	N/A	8/5/93	300288	REGISTERED	25
520402.300	THE MARK OF A PRO	9/11/95	D95-16289	7/30/96	364197	REGISTERED	28
ITALY							
520402.239	ADIRONDACK	12/10/93	MI93C-08474	5/17/96	678845	REGISTERED	28
520402.240	ANNULAR BAND ON BAT and Design	12/10/93	MI93C-008475	5/17/96	678846	REGISTERED	28
520402.241	R and Design	6/10/94	MI4C005655	12/16/96	696643	REGISTERED	25,28
520402.244	RAWLINGS	11/30/95	MI95C-012003	11/14/97	733651	REGISTERED	25,28
520402.245	RAWLINGS and Design	11/30/95	MI95C-012004	11/14/97	733652	REGISTERED	25,28
520402.243	RED LABEL Design with RAWLINGS and Design	6/10/94	MI94C005654	12/16/96	696642	REGISTERED	25,28
520402.242	THE MARK OF A PRO	3/27/98	MI96C-003102			PENDING	25,28
JAPAN							

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>JAPAN continued...</i>							
520402.347	BASKET - WEB with Katakana	12/27/73	4321/74	9/29/83	1619164	REGISTERED	28
520402.301	BIG STICK	3/4/87	204805/87	11/17/87	1294686	REGISTERED	28
520402.348	BIG T TRAP-EZE with Katakana	5/27/80	43005/80	9/29/83	1819354	REGISTERED	28
520402.335	DEEP WELL with Katakana	10/10/64	73799719/95	4/26/86	705420	REGISTERED	28
520402.342	EDGE-U-CATED with Katakana	12/27/73	4325/74	12/22/78	1362674	REGISTERED	28
520402.341	FASTBACK	9/21/87	221004/87	6/22/88	1320560	REGISTERED	28
520402.340	FLEX-O-MATIC with Katakana	12/27/73	4327/74	7/26/76	1210981	REGISTERED	28
520402.350	GOLD GLOVE	2/22/80	12780/80	11/29/83	1635208	REGISTERED	20
520402.302	GOLD GLOVE AWARD	3/15/94	27010/94	10/3/97	3349725	REGISTERED	41
520402.336	HEART OF THE HIDE and Design	11/26/84	53984/64	4/28/86	705421	REGISTERED	28
520402.619	LOBSTER	1/19/98	3441/1998			PENDING	28
520402.496	POWER FORGED	1/19/98	3442/1998			PENDING	28
520402.349	PRO RING	5/10/79	34895/79	10/27/83	1628549	REGISTERED	28
520402.352	R and Design	12/24/80	104907/80	10/31/84	1725307	REGISTERED	25
520402.354	R and Design	9/20/76	64218/76	3/25/85	1752227	REGISTERED	25
520402.344	R and Design	9/20/76	64219/76	8/28/80	1430703	REGISTERED	28
520402.357	R and Design	9/20/76	64220/76	1/24/86	1835483	REGISTERED	28
520402.351	R and Design	4/26/79	31617/79	2/23/84	1657331	REGISTERED	26
520402.358	R and Design in Circle with RAWLINGS and Design	9/26/79	73016/79	5/26/88	2050783	REGISTERED	28
520402.370	R and Design in Circle with RAWLINGS and Design	6/23/79	47900/79	12/28/83	1641199	REGISTERED	16
520402.356	R and Design in Circle with RAWLINGS and Design	9/26/79	73017/79	10/31/85	1815782	REGISTERED	25
520402.359	R and Design with RAWLINGS and Design and Ring Design	9/26/79	73020/79	5/26/88	2050784	REGISTERED	28
520402.355	R and Design with RAWLINGS and Design and Ring Design	9/26/79	73013/79	10/31/85	1815781	REGISTERED	25
520402.363	R RAWLINGS with R in Circle in white	10/11/84	108097/84	2/21/89	2117077	REGISTERED	25
520402.365	R RAWLINGS with R in Circle in white	10/11/84	108098/84	11/28/89	2186049	REGISTERED	28
520402.364	R RAWLINGS with R in Circle in yellow	10/11/84	108099/84	2/21/89	2117078	REGISTERED	25
520402.366	R RAWLINGS with R in Circle in yellow	10/11/84	108100/84	11/28/89	2186050	REGISTERED	28
520402.273	RADAR BALL	7/17/87	139549/1997			PENDING	28
520402.371	RAWLINGS	7/16/80	58617/80	4/20/84	1674879	REGISTERED	20
520402.368	RAWLINGS	6/20/90	70459/90	6/30/92	2429783	REGISTERED	28
520402.900	RAWLINGS	3/29/78	21827/1978	4/30/82	1508095-2	REGISTERED	18

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<i>JAPAN continued...</i>							
520402.373	RAWLINGS and Design	3/5/81	16774/81	2/22/88	202771	REGISTERED	25
520402.372	RAWLINGS and Design	3/5/91	16775/81	9/26/84	1712305	REGISTERED	20
520402.374	RAWLINGS and Design	6/20/90	70460/90	8/30/92	2429784	REGISTERED	28
520402.361	RAWLINGS and Design with THE MARK OF A PRO	7/19/83	68057/83	1/23/89	2105983	REGISTERED	25
520402.338	RAWLINGS with Katakana	10/31/64	50250/64	5/26/69	818380	REGISTERED	28
520402.337	RAWLINGS with Katakana	4/2/64	47127/64	5/30/66	708711	REGISTERED	25
520402.339	RED LABEL Design w/ RAWLINGS and Design w/ THE FINEST IN THE FIELD in quote	10/31/64	50251/64	5/26/69	818381	REGISTERED	28
520402.369	RED LABEL Design w/ RAWLINGS and Design w/ THE FINEST IN THE FIELD in quote	11/28/84	53986/64	12/20/86	727515	REGISTERED	17
520402.343	RED LABEL Design with RAWLINGS and Design	11/26/64	53985/64	5/26/69	818382	REGISTERED	28
520402.360	SPEED TRAP WEB with Katakana	2/12/86	12839/86	9/30/88	2079402	REGISTERED	28
520402.345	THE FINEST IN THE FIELD	8/18/79	62566/79	11/26/82	1547910	REGISTERED	26
520402.353	THE MARK OF A PRO with Katakana	12/27/73	4331/74	5/30/85	1774199	REGISTERED	28
520402.367	THE MARK OF A PRO with Katakana	4/26/79	31615/79	2/28/92	2378789	REGISTERED	25
520402.346	THE MARK OF A PRO with Katakana	4/26/79	31818/79	1/28/83	1560827	REGISTERED	21

MALAYSIA

520402.409	RAWLINGS and Design	11/25/87	8705747	4/22/94	8705747	REGISTERED	25
520402.408	RED LABEL Design	11/25/87	8705746	4/22/94	8705746	REGISTERED	25

MEXICO

520402.413	ADIRONDACK	11/10/87	33661	12/8/88	356537	REGISTERED	25
520402.667	GOLD GLOVE					MAILED	28
520402.411	R and Design	11/26/93	184233	3/11/94	45128	REGISTERED	28
520402.414	RAWLINGS	7/31/91	119207	6/8/92	415735	REGISTERED	28
520402.412	RAWLINGS	4/16/85	247520	9/9/85	312114	REGISTERED	25
520402.418	RAWLINGS and Design	11/26/93	184227	1/20/94	450583	REGISTERED	28
520402.415	RAWLINGS and Design	11/26/93	184226	1/20/94	450582	REGISTERED	25
520402.419	RED LABEL Design with RAWLINGS and Design	11/26/93	184228	5/11/94	459972	REGISTERED	25
520402.420	RED LABEL Design with RAWLINGS and Design	11/26/93	184229	5/11/94	459973	REGISTERED	28
520402.417	THE MARK OF A PRO	11/26/93	184224	1/20/94	450580	REGISTERED	25
520402.416	THE MARK OF A PRO	11/26/93	184225	1/20/94	450581	REGISTERED	28

NAMIBIA (S.W. AFRICA)

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>NAMIBIA (S.W. AFRICA) continued...</i>							
520402.421	RAWLINGS	1/4/77	77/002SWA	1/4/77	B77/002SWA	REGISTERED	28
NEW ZEALAND							
520402.306	R and Design	8/10/95	252,194	8/10/95	252194	REGISTERED	28
520402.305	RAWLINGS and Design	8/10/95	252,195	8/10/95	252195	REGISTERED	28
520402.308	RED LABEL Design with RAWLINGS and Design	8/10/95	252,193	8/10/95	252193	REGISTERED	28
520402.307	THE MARK OF A PRO	8/10/95	252,192			PENDING	28
PANAMA							
520402.428	ADIRONDACK	11/23/72	N/A	4/11/73	17608	REGISTERED	28
520402.427	BIG STICK	6/28/73	30,400	11/19/73	18,307	REGISTERED	28
520402.423	R and Design	6/16/88	5128	11/17/88	041580	REGISTERED	28
520402.425	RAWLINGS	6/14/56	N/A	7/27/57	5252	REGISTERED	28
520402.426	RAWLINGS and Design	6/6/88	0058	1/4/89	046978	REGISTERED	25
520402.584	RAWLINGS and Design	6/22/88	0051	1/4/89	047103	REGISTERED	28
PERU							
520402.429	ADIRONDACK and Design			5/8/84	20893	REGISTERED	28
PHILIPPINES							
520402.431	R and Design	11/27/98	4-1998-08784			PENDING	28
520402.432	RAWLINGS and Design	10/15/87	62975	8/7/89	46002	REGISTERED	28
520402.433	RED LABEL Design	10/15/87	62974	8/16/89	46096	REGISTERED	28
PORTUGAL							
520402.440	RAWLINGS	2/26/97	322124 V	9/8/97	322124 V	REGISTERED	28
PUERTO RICO							
520402.658	GOLD GLOVE	5/24/99	N/A			PENDING	28
520402.437	RAWLINGS and Design	5/24/99	N/A			PENDING	25,28
SOUTH AFRICA							
520402.443	RAWLINGS	1/4/77	770021	1/4/77	B770021	REGISTERED	28
SOUTH KOREA							
520402.664	GOLD GLOVE	1/5/99	1989-69			PENDING	28
520402.376	HEART OF THE HIDE and Design	8/16/82	8456/82	9/1/83	94259	REGISTERED	28
520402.375	PRO RING	9/27/82	10397/82	9/1/83	94261	REGISTERED	43
520402.404	R and Design	8/16/82	8457/82	9/1/83	94260	REGISTERED	28
520402.401	R and Design	8/16/82	8454/82	5/17/83	90878	REGISTERED	27
520402.402	R and Design	5/14/93	93/001480	2/14/94	91439	REGISTERED	25
520402.403	R and Design	8/16/82	8452/82	8/29/83	94132	REGISTERED	18

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<i>SOUTH KOREA continued...</i>							
520402.304	RAWLINGS	10/12/72	5152/72	3/20/73	29760	REGISTERED	28
520402.378	RAWLINGS	10/20/82	11362/82	8/4/83	91446	REGISTERED	25
520402.381	RAWLINGS	10/20/82	11361/82	5/31/83	91317	REGISTERED	27
520402.396	RAWLINGS	10/20/82	11360/82	5/31/83	91314	REGISTERED	18
520402.398	RAWLINGS and Design	8/16/82	8450/82	5/17/83	90880	REGISTERED	18
520402.380	RAWLINGS and Design	8/16/82	8458/82	6/3/83	91423	REGISTERED	25
520402.399	RAWLINGS and Design	8/16/82	8153/82	5/17/83	90879	REGISTERED	25
520402.400	RAWLINGS and Design	10/12/72	1021/83	3/19/73	29761	REGISTERED	28
520402.394	RAWLINGS and Design with THE MARK OF A PRO	1/12/84	423/84	4/22/85	111751	REGISTERED	25
520402.382	RAWLINGS and Design with THE MARK OF A PRO	10/5/83	13905/83	1/17/85	109049	REGISTERED	28
520402.406	RAWLINGS and Design with THE MARK OF A PRO	9/4/83	13512/83	6/5/84	101403	REGISTERED	25
520402.405	RAWLINGS and Design with THE MARK OF A PRO	9/29/83	13739/83	7/24/84	103532	REGISTERED	18
520402.397	RED LABEL Design with RAWLINGS and Design	10/13/82	11078/82	5/31/83	91313	REGISTERED	18
520402.379	RED LABEL Design with RAWLINGS and Design	10/13/82	11081/82	6/3/83	91424	REGISTERED	25
520402.377	RED LABEL Design with RAWLINGS and Design	10/13/82	11080/82	9/1/83	94254	REGISTERED	28
520402.395	RED LABEL Design with RAWLINGS and Design	10/13/82	11079/82	5/31/83	91316	REGISTERED	25
SPAIN							
520402.451	R and Design	5/25/94	1904799	1/5/95	1904799	REGISTERED	28
520402.448	RAWLINGS	4/23/75	787406	12/28/76	787408	REGISTERED	28
520402.447	RAWLINGS and Design	4/23/75	787410	12/28/76	787410	REGISTERED	28
520402.449	RED LABEL Design with RAWLINGS and Design	5/25/94	1904795	1/5/95	1904795	REGISTERED	25
520402.450	RED LABEL Design with RAWLINGS and Design	5/25/94	1904796	1/5/95	1904796	REGISTERED	28
520402.446	THE MARK OF A PRO	5/25/94	1904798	11/13/95	1904798	REGISTERED	28
SWEDEN							
520402.453	RED LABEL Design with RAWLINGS and Design	3/22/77	771342	6/2/78	163567	REGISTERED	25,28
SWITZERLAND							
520402.455	R and Design	6/13/94	4065/19946	6/13/94	421802	REGISTERED	28
520402.457	RED LABEL Design	11/23/98	9691/1998	4/23/99	460,854	REGISTERED	25,28
520402.456	RED LABEL Design with RAWLINGS and Design	6/13/94	4064/19944	6/13/94	421837	REGISTERED	25,28
520402.458	THE MARK OF A PRO	11/23/98	9690/1998			PENDING	25,28

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<i>SWITZERLAND continued...</i>							
520402.640	VIC	11/16/95	12829		434444	REGISTERED	25,28
520402.641	VICTORIAVILLE	11/16/95	12828		434443	REGISTERED	25,28
TAIWAN							
520402.685	GOLD GLOVE	11/24/98	87056636			PENDING	28
520402.309	R and Design	8/24/95	84043091	1/16/98	793524	REGISTERED	28
520402.463	RAWLINGS			5/1/83	210023	REGISTERED	25
520402.465	RAWLINGS			4/1/73	63238	REGISTERED	28
520402.462	RAWLINGS and Design			4/1/73	63239	REGISTERED	28
520402.461	RAWLINGS and Design			5/1/83	210024	REGISTERED	25
520402.459	RAWLINGS and Design			4/1/86	319575	REGISTERED	25
520402.688	RAWLINGS In Mandarin (LO LIN SHIH)	1/4/99	88000105			PENDING	28
520402.687	RED LABEL Design with RAWLINGS and Design			9/1/88	338070	REGISTERED	
520402.454	THE MARK OF A PRO	11/2/82	7135591	5/1/83	210026	REGISTERED	25
520402.310	THE MARK OF A PRO	8/24/95	84043092	6/1/98	805171	REGISTERED	28
THAILAND							
520402.467	R and Design	6/16/97	336416			PENDING	28
520402.471	RAWLINGS and Design	8/28/97	342547 & 48	9/1/88	65506 & 07	REGISTERED	28,25
520402.469	RAWLINGS and Design	6/5/98	361687	7/28/98	75104	REGISTERED	28
520402.470	RED LABEL Design	6/5/98	361688	7/28/98	75106	REGISTERED	28
520402.472	RED LABEL Design	8/28/97	342549 & 50	9/1/88	65504 & 05	REGISTERED	28,25
520402.630	THE MARK OF A PRO					PROPOSED	028
UNITED KINGDOM							
520402.332	RAWLINGS	5/30/91	1465972	5/30/91	1465972	REGISTERED	28,25
520402.329	RAWLINGS and Design	10/29/86	1288549	10/29/86	1288549	REGISTERED	28
520402.328	RAWLINGS and Design	10/29/86	1288548	10/29/86	1288548	REGISTERED	25
520402.331	RAWLINGS and Design	5/30/91	1465970	5/30/91	1465970	REGISTERED	28,25
520402.325	RED LABEL Design with RAWLINGS and Design	5/4/94	1570959	5/4/94	1570959	REGISTERED	028
UNITED STATES							
520402.519	ADIRONDACK	5/8/84	72/192,969	7/13/85	792,524	REGISTERED	28
520402.504	ADIRONDACK and Design	10/31/86	72/257,566	1/2/88	841,583	REGISTERED	28
520402.513	ANNULAR BAND ON BAT and Design	9/30/70	72/372,152	10/24/72	945,646	REGISTERED	28
520402.527	ARMORLITE and Design	2/25/74	73/014,181	4/8/75	1,008,431	REGISTERED	28
520402.386	BALL OF FAME	7/26/96	75/140,484	4/28/98	2,154,231	REGISTERED	20

Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
520402.637	BASEBALL GLOVE DESIGN with R and Design around finger hole	9/25/98	75/558,945			PENDING	28
520402.529	BASKET - WEB	1/4/74	73/010,125	7/15/75	1,015,867	REGISTERED	28
520402.565	BASKET HINGE	7/27/90	74/082,676	6/25/91	1,648,938	REGISTERED	28
520402.393	BASKET HINGE GLOVE Design	4/2/90	74/044,633	9/22/92	1,718,340	REGISTERED	28
520402.493	BAT OF FAME	3/11/98	75/448,011	6/22/99	2,255,339	REGISTERED	28
520402.510	BIG STICK	2/5/69	72/318,377	5/5/70	890,401	REGISTERED	28
520402.387	BOTTOM OF THE NET and Design	12/2/94	74/606,484	6/17/97	2,072,231	REGISTERED	28
520402.727	BUBBLE BARREL					PROPOSED	28
520402.552	CENTURY II SERIES and Design	4/19/93	74/379,799	12/28/93	1,813,875	REGISTERED	28
520402.501	CORE BOND	12/3/97	75/399,451	5/18/99	2,245,674	REGISTERED	28
520402.526	CRUSADER and Design	3/16/60	73/093,021	12/13/60	708,369	REGISTERED	28
520402.520	DEEP WELL and Design with quotations	7/31/44	71/472,788	12/5/44	410,639	REGISTERED	28
520402.553	DEFENSE SERIES	2/10/93	74/357,588	1/25/94	1,818,025	REGISTERED	28
520402.530	DIAMOND DUST	11/3/78	73/191,940	2/28/80	1,131,414	REGISTERED	28
520402.507	DOUBLE CA-THUD	11/10/60	72/108,224	8/8/61	719,606	REGISTERED	28
520402.653	DUAL- <u>E</u> END LOAD and Design	7/6/98	75/513,368			PENDING	28
520402.614	EDG3+ and Design	11/20/97	75/393,175	11/10/98	2,202,962	REGISTERED	28
520402.509	EDGE-U-CATED	11/10/60	72/108,225	7/17/62	734,492	REGISTERED	28
520402.275	ELITE STICK	8/4/97	75/334,916	4/13/99	2,239,687	REGISTERED	28
520402.506	FASTBACK and Design	7/15/68	72/302,762	3/10/70	887,431	REGISTERED	28
520402.533	FENCE FINDER	11/3/78	73/191,939	2/26/80	1,131,413	REGISTERED	28
520402.518	FLEX-O-MATIC	3/25/63	72/165,377	2/11/64	764,598	REGISTERED	28
520402.534	FORM-U-LACE WEB and Design	6/29/78	73/176,535	1/13/81	1,145,855	REGISTERED	22
520402.549	GOLD GLOVE	9/8/83	73/442,842	8/21/84	1,291,345	REGISTERED	28
520402.514	GOLD GLOVE AWARD	1/22/73	72/446,568	8/6/74	990,449	REGISTERED	41
520402.525	HEART OF THE HIDE and Design	5/8/59	72/073,281	9/8/60	703,875	REGISTERED	28
520402.511	HOLDSTER and Design	10/24/68	72/310,487	7/14/70	894,506	REGISTERED	28
520402.536	LITE TOE	10/22/86	73/628,389	6/9/87	1,442,299	REGISTERED	28
520402.383	LOBSTER	6/2/97	75/301,170	4/6/99	2,237,593	REGISTERED	28
520402.389	MAGNUM	8/7/91	74/194,167	6/16/92	1,694,625	REGISTERED	28
520402.725	MATTE FORGED FINISH					PROPOSED	28
520402.686	MILLENNIUM SERIES	9/25/98	75/559,726			PENDING	28
520402.716	MINI MITT					MAILED	28

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Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
520402.717	Miscellaneous Design (Blue, Red and Silver Basketball)					PROPOSED	28
520402.392	MPH	1/31/92	74/242,884	10/13/92	1,723,998	REGISTERED	28
520402.554	PAD LOCK	8/23/93	74/427,746	4/19/94	1,831,462	REGISTERED	28
520402.532	PERMA-PRINT	2/13/78	73/158,380	12/11/79	1,127,664	REGISTERED	40
520402.556	PLAY CATCH WITH YOUR KID	9/28/95	74/735,353	10/22/96	2,009,969	REGISTERED	42
520402.508	PLAYMAKER	1/7/74	73/010,337	1/7/75	1,001,096	REGISTERED	28
520402.557	PLAYMAKER	3/13/95	74/646,089	12/3/98	2,021,383	REGISTERED	28
520402.654	POWER COACH	7/6/98	75/513,374			PENDING	28
520402.494	POWER FORGED	9/30/97	75/365,701	1/26/99	2,220,295	REGISTERED	28
520402.551	POWER PACK	7/23/87	73/674,066	1/14/92	1,671,865	REGISTERED	28
520402.726	POWER RIB					PROPOSED	28
520402.559	PRO RING	10/19/79	73/235,760	7/14/81	1,161,136	REGISTERED	28
520402.505	QB and Design	4/25/69	72/325,571	3/3/70	897,080	REGISTERED	28
520402.528	R and Design	5/20/74	73/021,835	5/27/75	1,011,618	REGISTERED	28
520402.535	R and Design	2/10/82	73/349,745	5/1/84	1,276,246	REGISTERED	25
520402.550	R5	3/18/85	73/527,517	9/24/85	1,362,162	REGISTERED	28
520402.271	RADAR BALL	8/4/97	75/334,953	3/16/99	2,232,958	REGISTERED	28
520402.515	RAWLINGS	1/7/65	72/209,535	12/7/65	799,922	REGISTERED	25
520402.516	RAWLINGS	1/4/65	72/209,302	1/18/66	802,164	REGISTERED	28
520402.542	RAWLINGS and Design	4/2/84	73/473,350	5/28/85	1,337,914	REGISTERED	18
520402.547	RAWLINGS and Design	2/10/82	73/349,747	9/27/83	1,252,330	REGISTERED	25
520402.522	RAWLINGS and Design	10/21/44	71/475,586	2/27/45	412,343	REGISTERED	28
520402.558	RAWLINGS and Design	7/24/78	73/179,339	3/31/81	1,149,932	REGISTERED	28
520402.561	RAWLINGS and Design	7/24/78	73/179,337	2/24/81	1,147,720	REGISTERED	25
520402.555	RAWLINGS GOLD GLOVE AWARD	1/11/95	74/620,918	1/2/96	1,945,584	REGISTERED	41
520402.545	RAWLINGS/ADIRONDACK/PRO RING - "THE MARK OF A PRO" and Design	3/18/85	73/527,495	11/19/85	1,371,501	REGISTERED	28
520402.541	RAWLINGS/ADIRONDACK/PRO RING and Design	9/30/83	73/445,984	8/21/84	1,291,349	REGISTERED	28
520402.546	RED LABEL Design	2/10/82	73/349,743	9/13/83	1,251,186	REGISTERED	25
520402.503	RED LABEL Design	1/4/65	72/209,303	9/6/66	814,543	REGISTERED	28
520402.517	RED LABEL Design	9/29/61	72/128,923	7/23/63	753,248	REGISTERED	28
520402.512	RED LABEL Design with THE MARK OF A PRO with quotations	12/18/69	72/346,651	7/13/71	916,218	REGISTERED	28
520402.603	REVOLUTION SERIES	11/24/97	75/394,898	6/15/99	2,254,443	REGISTERED	28

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Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued...</i>							
520402.269	S-COR and Design	11/6/98	75/583,994			PENDING	28
520402.391	SILENCER	3/25/91	74/150,601	4/21/92	1,683,880	REGISTERED	28
520402.544	SILVER GLOVE AWARD	9/16/83	73/443,991	6/10/88	1,397,157	REGISTERED	41
520402.538	SPIN STOPPER	4/20/87	73/656,290	12/29/87	1,470,768	REGISTERED	28
520402.488	STACKED WEB	7/27/90	74-082,703	7/9/91	1,650,234	REGISTERED	28
520402.502	SUPER STITCH	12/2/97	75/398,565	6/22/99	2,255,071	REGISTERED	28
520402.537	T SHOT	11/4/86	73/628,609	6/16/87	1,443,396	REGISTERED	28
520402.609	THE BIG UNIT and Design					PROPOSED	28
520402.539	THE CENTURY SERIES	3/28/88	73/719,147	11/16/88	1,512,877	REGISTERED	28
520402.560	THE FINEST IN THE FIELD	7/10/78	73/177,506	2/16/82	1,190,090	REGISTERED	28
520402.540	THE MARK OF A PRO with quotations	4/25/88	73/724,719	6/13/89	1,543,634	REGISTERED	25,28
520402.546	THE MARK OF A PRO with quotations	2/10/82	73/349,740	1/17/84	1,264,331	REGISTERED	25
520402.543	THE PREMIUM SERIES with quotations	12/12/83	73/456,743	8/20/85	1,355,597	REGISTERED	28
520402.524	TRAP-EZE	6/12/59	72/075,655	4/19/60	696,364	REGISTERED	28
520402.678	VIC	12/8/88	73/634,133	7/7/87	1,446,638	REGISTERED	28
520402.675	VICTORIAVILLE	12/8/88	73/634,134	3/22/88	1,481,670	REGISTERED	28
520402.388	Y HINGE	4/29/96	75/095,580	6/23/98	2,168,120	REGISTERED	028
VENEZUELA							
520402.311	ADIRONDACK	8/3/72	5844/72			PENDING	28
520402.321	ADIRONDACK BIG STICK		1018/75	12/21/76	83615	REGISTERED	28
520402.312	GOLD GLOVE	11/25/92	25844/92			PENDING	28
520402.313	GOLD GLOVE AWARD	11/25/92	25842/92			PENDING	41
520402.314	PREMIO GUANTE DE ORO	11/25/92	25841/92			PENDING	41
520402.320	R and Design	6/10/94	7517/94			PENDING	28
520402.319	R and Design	6/10/94	7518/94			PENDING	25
520402.323	RAWLINGS and Design	5/16/56	1690/56	8/25/58	34998	REGISTERED	28
520402.322	RAWLINGS and Design	5/22/56	1667/56	6/30/61	40031	REGISTERED	25
520402.318	RED LABEL Design with RAWLINGS and Design	6/10/94	7519/94			PENDING	28
520402.317	RED LABEL Design with RAWLINGS and Design	6/10/94	7520/94			PENDING	25
520402.316	THE MARK OF A PRO	6/10/94	7521/94			PENDING	25
520402.315	THE MARK OF A PRO	6/14/94	7706/94			PENDING	28
VIETNAM							
520402.475	RAWLINGS	6/24/94	18763	3/4/95	15630	REGISTERED	25,28

Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>VIETNAM continued...</i>							
520402.474	RAWLINGS and Design	6/24/94	18754	3/4/95	15631	REGISTERED	25,28
520402.476	THE MARK OF A PRO	6/24/94	18755	3/4/95	15632	REGISTERED	25,28

END OF REPORT

TOTAL ITEMS SELECTED = 350

LICENSEE	Contract Period	Minimum	Royalty %
Asics Corporation	01/20 - 01/19	\$2,070k	3.66%
A.D. Sutton & Sons, Inc.	09/01 - 08/31	\$125	5.00%
Baseball Int'l	09/01 - 08/31	\$10k	5.00%
Beverage Source Worldwide, Inc.	09/01 - 08/31	\$425k	3.75%
Checkmate Group, LLC	09/01 - 08/31	\$50k	5.00%
Gunze Limited	01/01 - 12/31	\$185k, \$200k	4.00%
Hampton Industries, Inc.	01/01 - 12/31	\$500k, \$540k	4.00%
Impact Sports Equipment, Inc.	09/01 - 08/31	\$62.5k	5.00%
I.D. Enter-prices	09/96 - 02/98	\$50	5.00%
Leif J. Ostberg, Inc.	01/01 - 12/31	\$500k	4.00%
Lombardo, Ltd.	09/01 - 08/31	\$25k	6.00%
Matrix Group Limited, Inc.	09/01 - 08/31	\$50k	6.00%
Moretz Mills, Inc.	09/01 - 08/31	\$30k	5.00%
MSA Trading, Inc.	6/1/99-8/31/00	\$25k	6.00%
Prewett Hosiery Sales, Inc.	09/01 - 08/31	\$250	4.00%
WSL, Inc.	07/01 - 06/30	\$450k	5.00%
Signature Bats, LP	09/01 - 08/31	\$2.5k	5.00%
Sport Fun, Inc.	09/01 - 08/31	\$130k	5.00%
Sports America	01/01 - 12/31	\$5k	3.00%

RAWLINGS SPORTING GOODS COMPANY, INC.

Patents

EXHIBIT D

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Patent Report by Country

Status: ACTIVE

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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CANADA

FABRIC HANDLING APPARATUS AND METHOD

520402.591 9/19/83 436,956 9/8/87 1,226,511 ISSUED

FLAME GLOVE DESIGN

520402.721 5/12/99 1989-1138 PENDING

GLOVE DESIGN TRIPLE WELT

520402.720 5/12/99 1999-1137 PENDING

INFLATABLE PADDED GAME BALL AND METHOD OF MAKING SAME

520402.151 8/21/86 516,459 3/20/90 1,266,871 ISSUED

LIGHTNING BOLT GLOVE DESIGN

520402.695 3/29/99 1999-0796 PENDING

PROTECTIVE JOINT GUARD

520402.621 2/8/98 2,229,158 PENDING

SHOCK ATTENUATION STRUCTURE

520402.592 8/21/85 489,139 12/6/88 1,245,801 ISSUED

SHOCK ATTENUATION SYSTEM

520402.593 1/4/84 449,669 7/22/86 1,207,951 ISSUED

SHOCK ATTENUATION SYSTEM FOR HEADGEAR

520402.594 4/16/81 375,892 7/24/84 1,171,202 ISSUED

COSTA RICA

BALL WINDING APPARATUS

520402.597 4229 PENDING

JAPAN

FLAME GLOVE DESIGN

520402.719 5/12/99 12350/1999 PENDING

GLOVE DESIGN TRIPLE WELT

520402.718 5/12/99 12351/1999 PENDING

LIGHTNING BOLT GLOVE DESIGN

520402.694 3/16/99 6626/1999 PENDING

PROTECTIVE JOINT GUARD

520402.620 3/12/98 60731/98 PUBLISHED

SOUTH KOREA

BALL WINDING APPARATUS

520402.598 3/21/87 2616/87 8/25/95 88372 ISSUED

UNITED STATES

ADJUSTABLE BASEBALL BATTER'S AND CATCHER'S HELMET WITH MASK

520402.160 10/28/96 08/740,317 12/9/97 5,894,849 ISSUED

PATENTS

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Patent Report by Country

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TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<i>UNITED STATES continued . . .</i>						
ADJUSTABLE BASEBALL BATTER'S HELMET						
	520402.133	1/2/96	587,602	11/19/96	5,575,017	ISSUED
BACK WALL FOR A BASEBALL GLOVE						
	520402.141	8/18/86	897,088	3/14/89	DES300,182	ISSUED
BACKSTOP FOR A BASEBALL GLOVE						
	520402.143	8/15/86	897,398	5/23/89	DES301,185	ISSUED
BALL WINDING APPARATUS						
	520402.130	9/24/85	779,486	5/19/87	4,666,094	ISSUED
BASEBALL GLOVE						
	520402.142	6/24/83	507,519	9/10/85	DES280,462	ISSUED
BASEBALL OR SOFTBALL GLOVE CONSTRUCTED TO FACILITATE CLOSURE OF THE GLOVE						
	520402.150	5/20/92	886,426	10/19/93	5,253,365	ISSUED
BASEBALL OR SOFTBALL GLOVE CONSTRUCTED TO MAINTAIN BALL-CATCHING POCKET						
	520402.157	11/7/96	08/745,161	9/1/98	5,798,327	ISSUED
BATTERS' SHIN AND ANKLE GUARD						
	520402.156	12/11/98	08/764,613	4/26/98	5,742,838	ISSUED
CATCHER'S CAP						
	520402.148	4/16/96	29/053,093	10/28/97	DES385,663	ISSUED
CATCHER'S MITT						
	520402.149	4/11/88	180,084	8/8/89	4,853,975	ISSUED
FLAME GLOVE DESIGN						
	520402.607	11/12/98	29/096,400			PENDING
FOOTBALL JERSEY						
	520402.115	1/23/87	6,595	10/31/89	DES304,258	ISSUED
FOOTBALL SHOULDER PADS WITH ACCORDIAN-HINGE FLAP						
	520402.125	8/30/88	238,285	9/28/89	4,868,925	ISSUED
GLOVE DESIGN TRIPLE WELT						
	520402.608	11/12/98	29/096,388			PENDING
HELMET WITH PONY TAIL HOLE						
	520402.153	10/29/96	29/061,714	12/8/98	DES402,414	ISSUED
HOCKEY GLOVE WITH DIAGONAL BANDS						
	520402.705	6/1/99	29/105,781			PENDING
HOCKEY HELMET						
	520402.702	5/28/99	29/105,675			PENDING
	520402.729	6/1/99	29/105,848			PENDING
INFLATABLE PADDED GAME BALL						
	520402.126	10/22/82	436,011	7/31/84	4,482,590	ISSUED
	520402.129	9/16/85	776,222	4/28/87	4,660,831	ISSUED
LIGHTNING BOLT GLOVE DESIGN						
	520402.602	9/30/98	29/094,344			PENDING

Patent Report by Country

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TITLE REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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UNITED STATES continued . . .

PROTECTIVE JOINT GUARD

520402.155	3/12/97	08/816,189	8/18/98	5,794,261	ISSUED
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PROTECTIVE LEG GUARDS

520402.152	4/23/96	08/836,243	11/3/98	5,829,055	ISSUED
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PROTECTIVE SHIN GUARDS

520402.148	3/8/96	29/051,861	1/27/98	DES389,959	ISSUED
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RIB PROTECTOR

520402.132	8/25/93	08/111,987	8/18/94	5,337,417	ISSUED
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SELECTIVELY PRESSURIZED BALL BAT

520402.645	5/4/98	09/072,272			PENDING
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SHOCK ATTENUATION STRUCTURE

520402.900	8/23/84	643,429	12/9/86	4,627,114	ISSUED
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SHOULDER PAD

520402.122	4/25/80	143,889	10/20/81	4,286,227	ISSUED
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520402.124	4/25/80	143,900	4/6/82	4,322,859	ISSUED
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520402.123	4/25/80	143,197	3/23/82	4,320,837	ISSUED
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WARM-UP JACKET

520402.117	1/23/90	468,952	2/2/93	DES332,858	ISSUED
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520402.118	1/23/90	468,961	2/2/93	DES332,859	ISSUED
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520402.140	1/23/90	468,960	10/13/92	DES330,106	ISSUED
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WARM-UP SUIT

520402.134	9/10/90	583,341	6/1/93	DES335,945	ISSUED
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520402.135	9/10/90	580,006	1/26/93	DES332,686	ISSUED
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520402.136	9/10/90	580,004	5/4/93	DES335,203	ISSUED
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520402.137	9/10/90	579,500	5/4/93	DES335,205	ISSUED
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520402.138	9/10/90	580,007	5/4/93	DES335,204	ISSUED
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520402.139	9/10/90	580,008	2/23/93	DES333,374	ISSUED
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WEB FOR A BALL GLOVE

520402.144	12/29/88	947,557	3/19/91	DES315,620	ISSUED
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WEB FOR A BASEBALL GLOVE

520402.116	4/15/88	182,039	9/18/90	D310,739	ISSUED
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WRIST STRAP CONSTRUCTION FOR A BASEBALL GLOVE

520402.128	5/29/86	868,063	3/24/87	4,651,345	ISSUED
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END OF REPORT

TOTAL ITEMS SELECTED =

60

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EXHIBIT E

Principal Place of Business and Mailing Address:

Rawlings Sporting Goods Company, Inc.
1859 Intertech Drive
Fenton, MO 63026

EXHIBIT F

Other Names Since July 1, 1994

Vic Hockey Division

Victoriaville Hockey Division