

RECOI

03-20-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101292521

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

1. Name of conveying party(ies):

Bolle Inc.

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

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

3. Nature of conveyance:

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

February 8, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

Internal Address:

Street Address : 311 South Wacker Drive, Ste. 2725

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship
☐ Association

- ☐ General Partnership
☐ Limited Partnership
☒ Corporation State IL

☐ Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
-See the attached-

B. Trademark Registration
2276733

Additional numbers attached? YES

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

6. Total number of applications and registrations

8

7. Total fee (37 CFR 3.41) \$ 215.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

525 W. Monroe

City: Chicago Stat IL ZIP 60661

DO NOT USE THIS SPACE

9. Statement and signature.

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

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

2/10/00

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

SCHEDULE I

Trademark Registrations, Applications and Licenses

Registered Trademarks (Federal)

Trademark	<u>Registration No.</u>	<u>Goods</u>	<u>Registration Date</u>
ORVET	2276733	Sunglasses, frames, lenses	09/07/99

Pending Trademark Applications (Federal)

Trademark	<u>Application No.</u>	<u>Goods</u>
THERMO-GRIP	75/428151	Sunglasses, frames, lenses, sport goggles
SANDSTONE	75/428152	Sunglasses, frames, lenses, sport goggles
B	75/429022	Sunglasses, frames, lenses, sport goggles
XENO	75/443980	Sport goggles
M2	75/477403	Sunglasses, frames, lenses
COMPETIVISION	75/477404	Sunglasses, frames, lenses
BOLLÉ	75/642524	Sunglasses, frames, lenses, sport goggles

ITU Applications

Unregistered Trademarks*

Action Sport Collection n	Kids Collection n	Snake Collection	Goggles Collection	Metal Collection	Tempo Collection	Original Collection
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Bollé Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Worldwide Sports & Recreation, Inc., a Delaware corporation, as Borrower, has entered into an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a wholly owned subsidiary of Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, Bushnell Corporation, a Delaware corporation ("Bushnell"), and Old WSR, Inc., a Delaware corporation ("Old WSR"), have entered into a Guaranty (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty") dated as of August 5, 1999, in favor of Agent; and

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement and to make the Loans under the Credit Agreement, Grantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of Borrower pursuant to that certain Joinder to Guaranty of even date herewith by Grantor in favor of Agent and to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Obligations; and

WHEREAS, Bushnell and Old WSR have entered into a Security Agreement (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement") dated as of August 5, 1999, with Agent (in such capacity, "Grantee"); and

WHEREAS, pursuant to the terms of the Joinder to Security Agreement of even date herewith, Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security 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 created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 8th day of February, 2000.

BOLLÉ INC., a Delaware corporation

By: B. J. Messner
Name: B. Joseph Messner
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: Director

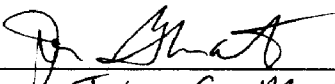
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 8th day of February, 2000.

BOLLÉ INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

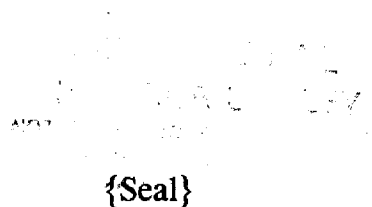
ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: John G. Marti
Title: Managing Director

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On the 8th day of February, 2000, before me personally appeared B. Joseph Messner, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of Bolle, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.



Rebecca L. Foley
Notary Public

My commission expires:

9/28/02

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Schedules to Trademark Security Agreement:
Bollé, Inc.

Action Sport Collection	Kids Collection	Snake Collection	Goggles Collection	Metal Collection	Tempo Collection	Original Collection
Action Sport	Gecko	Snakes	Chrono FO	Metals	Tempo	Originals
Allsport	Squirrel	Naja 2.0	Chrono 2000	Polonium	Rumba	448
Vigilante	Cockatoo	Coach Whip	Chrono SR	Beryl	Soul	396
Parole	Caiman	Fer-de-Lance	X 600	Yttrium	Rhythm	396 D
Dash	Husky	Boomslang	Chrono 2	Nitronium	Tango	400
Solitary	Komodo	Natrix	Mini Chrono	Rhodia		401
Edge	PC Tuff (lenses)	Anaconda 2.0	X 700	Silvanite		711
Edge II		Tokay	X 500	Zirconite		379
S.E.S. (Sports Eyewear System)		Rookie	X 200	Selena		527
S.O.S. (Sport Optical System)		Indigo	X 100	Xenyl		728
Micro Edge		King		Lithia		746
Micro Edge II		Mamba		Metal Naja		748
Golf				Wolfram		749
Proguard						8161
Proguard II						

Schedules to Trademark Security Agreement:

Bollé, Inc.

*Goods: Eyewear, namely, glasses, spectacles and goggle

Trademark Licenses

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
License Agreement	Bolle, Inc. Dynamic Design Enterprises, Inc.	November 1, 1999