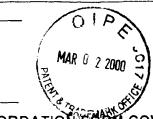
FORM PTO-1618A Expires 08/30/99 OMB 0651-0027

2.7.00



04-14-2000



101320301

RECORDATION FORM COVER SHEET

TO: The Car	nmissioner of Patents and	TRADEMAI		riginal docume	atio) or convices)
Submission			onveyance Type	iginal documer	it(s) of copy(les).
New	ттуре	\[\int \]	¬ -	License	•
1 1	mission (Non-Record	ation)	Security Agreement	E	ro Tunc Assignmer
Reel #	<u> </u>			Mor	ith Day Year
Correct Reel #	ive Document Frame #		Other		
Conveying	Party	Mark	if additional names of conve	ying parties attacl	hed Execution Date Month Day Year
Name [First Security Bar	nk, N.A.			1/4/2000
Formerly _]
Individu	al General Part	nership Lim	ited Partnership	Corporation	X Association
Other					
Citizens	hip/State of Incorporati	ion/Organization	United States - 1	National Ba	anking Associat
Receiving F			k if additional names of recei	ving parties attacl	ned
Name	Marker Internat	ional			
DBA/AKA/TA					
Composed of					
Address(line 1)	2250 South 1300) West			
Address(line 2)					
Address(line 3)	Salt Lake City		Utah		84119
Individua			ited Partnership	assignment and	Zip Code be recorded is an I the receiving party is In the United States, an
X Corporat	tion Association		·	appointment of representative	
	nip/State of Incorporation	on/Organization	Utah	document from	•
y Citizensi	The state of whom he did with		E USE ONLY		
2000 DNGUYEN O	0000127 2018260				

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

FORM PTO- Expires 06/30/99 OMB 0651-0027	1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
	epresentative Name and	d Address Enter for the firs	t Receiving Party only.
Name			
Address(line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	ent Name and Address	Area Code and Telephone Number	(212) 326-2117
Name [Sandeep Qusba		
Address(line 1)	O'Melveny & Myers LL	,P	
Address (line 2)	153 E. 53rd Street		
Address (line 3)	New York, New York	10022	
Address (line 4)			
Pages	Enter the total number of paincluding any attachments.	ages of the attached conveyance	document # 4
Enter either the Trad	Trademark Application Number <u>or</u> t. emark Application Number(r Registration Number(s) the Registration Number (DO NOT ENTER (s) Reg 2,018,260 1,850,699 1,719,521	1,860,939 1,813,866 1,775,970 1,784,926 1,632,040 1,595,584
Number of F	roperties Enter the tota	I number of properties involved.	#
Fee Amount		or Properties Listed (37 CFR 3.4	1): \$ 290.00
Method of Deposit A (Enter for pa	ccount yment by deposit account or if addi	sed x Deposit Account tional fees can be charged to the account. eposit Account Number:) #
		uthorization to charge additional fee	es: Yes No
Statement a	-	tte E. Alice Es	
attaci		lief, the foregoing information is true riginal document. Charges to depos	
	ep Ousba f Person Signing	Signature /	7

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027 RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY U.S. Department of Commerce Patent and Trademark Office TRADEMARK TRADEMARK	7
Conveying Party Enter Additional Conveying Party Mark if additional name of conveying parties attached Execution Date Month Day Year	
Name]
Formerly	
Individual General Partnership Limited Partnership Corporation Association	
Other	
Citizenship State of Incorporation/Organization	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached	
Name]
DBA/AKA/TA]
Composed of]
Address (line 1)]
Address (line 2)]
Address (line 3)]
City State/Country Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)	
Citizenship/State of Incorporation/Organization	
Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).	
Trademark Application Number(s) Registration Number(s)	i
1,736,748 1,652,490	

ASSIGNMENT OF TRADEMARKS AND PATENTS

This Assignment of Trademarks and Patents (this "Assignment") is dated as of January 4, 2000 and is entered into by and between First Security Bank, N.A. ("First Security"), as Assignor, and Marker International, Marker USA, Marker LTD, DNR North America, Inc., and DNR USA, Inc. (collectively "Marker" or "Assignee") to reassign the rights and title to the Patents and Trademarks (as defined below) to Marker. Reference is hereby made to that certain Collateral Assignment of Trademarks and Patents dated as of August 18, 1998 and initially recorded with the United States Patent and Trademark Office ("PTO") on December 15, 1998 in the patent and trademark records listed herein and attached hereto as Schedule A by and between First Security as "Grantee" and Marker as "Grantor" (as amended, supplemented or otherwise modified from time to time, the "Collateral Assignment Agreement") whereby the Patents and Trademarks were originally assigned to First Security. Capitalized terms used herein and not otherwise defined are used herein as defined in the Collateral Assignment Agreement. Further reference is made to (i) that certain Addendum and Amendment to Fourth Amended and Restated Revolving and Term Credit Agreement dated as of August 18, 1998 by and among Marker, the other Persons named therein as Credit Parties, the Persons party thereto from time to time as Lenders and First Security as agent (in such capacity, "Agent") for itself and Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement Addendum"), and (ii) that certain Security Agreement dated as of March 28, 1991, as amended, by and among Marker, the other Persons listed therein as Grantors, and Agent (including all schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

(a) First Security hereby notifies, acknowledges to and agrees with Marker that, subject to the terms hereof, First Security hereby assigns and forever discharges all of its right, title or interest of any property of any kind or nature granted, assigned or conveyed pursuant to the Collateral Assignment Agreement or the Security Agreement.

The Assigned Patents and Trademarks (as defined below) include all rights and interests in the Assigned Patents and Trademarks (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Grantor or in the name of Agent or Lenders), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Marker International hereby acknowledges, notifies and reaffirms that it has heretofore assigned and transferred (and for clarification, hereby assigns and transfers) for due consideration to Marker International GmbH, all of the property and assets (and all rights and interests therein) described in paragraph (a) above.

As used in this Assignment, the following terms have the following meanings:

"Assigned Patents" means those Patents specifically listed on <u>Schedule A</u> annexed hereto.

"Assigned Trademarks" means those Trademarks specifically listed on <u>Schedule A</u> annexed hereto.

IN WITNESS WHEREOF, First Security and Marker have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

ASSIGNOR

FIRST SECURITY	BANK,	N.A.,	a	National	Bank
Association					

Name:

Its Duly Authorized Signatory

ASSIGNEE

MARKER USA, MARKER INTERNATIONAL, MARKER LTD, DNR NORTH AMERICA, INC. AND DNR USA, INC., collectively "MARKER"

By:

Kevin Hardy Title:

STATE OF UTAH

COUNTY OF SALT LAKE)

On January $\frac{4}{7}$, 2000 before me, personally appeared $\frac{1}{7}$ for kins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 4 day of January, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of <u>Sal+ Lake</u> on the day in this certificate first above

written

NOTARY PUBLIC SUE A. POWELL 79 SOUTH MAIN SALT LAKE CITY, UT 84111 COMMISSION EXPIRES SEPT. 1, 2002 STATE OF UTAH

Notary Public in and for the

State of //t/

My Commission Expires:

SCHEDULE A

TRADEMARKS

Application or		
Registration No.	<u>Mark</u>	Type of Mark
2,018,260	FASTRAK	Trademark
1,860,939	MARKER	Trademark
1,813,866	SC	Trademark
1,850,699	MARKER	Trademark
1,775,970	M1 SC	Trademark
1,784,926	SELECTIVE CONTROL SYSTEM	Trademark
1,719,521	M	Trademark
1,632,040	TITANIUM	Trademark
1,595,584	M	Trademark
1,736,748	(DESIGN ONLY)	Trademark
1,652,490	TWINCAM	Trademark
1,792,738	MARKER	Trademark
899,119	MARKER	Trademark
*		

<u>PATENTS</u>

Registration No.	Description
5,143,397	Ski Binding
5,051,605	Switch for Electronic Sports Equipment
RE32,567	Ski Brake
4,693,489	Heelpiece for Safety Ski Binding
4,685,696	Front Piece for a Safety Ski-Binding
4,660,849	Toe Piece for a Safety Ski-Binding
4,657,278	Step-in Electronic Safety Ski Binding
4,640,524	Ski Binding with Screw Retaining Construction
D287,393	Heel Element for Ski Binding
4,624,474	Step-in Yielding Heel Piece for Safety Ski Binding
4,624,473	Heel Binding
4,611,497	Force Transducer
4,600,213	Safety Ski-Binding Having a Sole Plate
4,600,212	Electronic Ski Binding and a Method for its Operation
4,576,396	Electronic Ski-Binding
4,572,542	Indicator for Safety Ski Binding
4,563,021	Release Mechanism for Safety Ski Bindings
D280,435	Ski Toe Clamp
4,537,418	Ski Brake

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

RECORDED: 03/02/2000