

04-26-2000



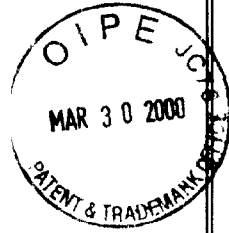
SHEET  
LY

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Com

101336209

e attached original documents or copy thereof.



1. Name of conveying party(ies):

Spalding Holdings Corporation  
(formerly, Evenflo & Spalding Holdings Corporation)

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

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

3. Nature of conveyance:

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

Execution Date: February 24, 2000

3 30.00

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

Name: Bank of America National Trust & Savings Association, as administrative agent

Internal Address: Twelfth Floor

Street Address: 1455 Market Street

City: San Francisco State: CA ZIP: 94103  
Country: \_\_\_\_\_

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

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

See attached list

B. Trademark No.(s)

See attached list

Additional numbers attached  Yes  No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 19

7. Total fee (37 CFR 3.41): \$490.00

- Enclosed (Check No. 18339)
- Authorized to be charged to deposit account

8. Deposit account number:

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

04/25/2000 DMC:YEN 00000103 75616187

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 GP  
450.00 GP

9. Statement and signature.

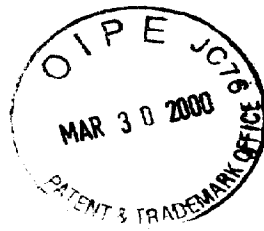
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver  
Name of Person Signing

Nora A. Whitescarver  
Signature

March 30, 2000  
Date

Total number of pages comprising cover sheet and document attachments: 13



Schedule 1

**A. U.S. Trademark Applications**

<u>Applications</u>	<u>Application Numbers</u>
Calendar Gift Pack	75/616187
A Passion for Excellence	75/616192
Extra Carry	75/734739
Strata	75/774239
Ben Hogan	75/793599
Ben Hogan Signature	75/794111
Design of Golfer	75/793630
Spalding Strata	75/797331
Spalding Strata	75/797114
Spalding Strata	75/797113
Spalding Strata	75/797115
Strata	75/797334
Strata	75/797332
Strata	75/797333
Strata	75/797424
XL 2000	75/807335
XL 2000	75/808237
XL 2000	75/807334
XL 2000	75/808235

**B. U.S. Trademarks 1**

<u>Trademarks</u>	<u>Registration Numbers</u>
None	

**SUPPLEMENT TO SECURITY AGREEMENT**

SUPPLEMENT TO SECURITY AGREEMENT (this "Supplement"), dated as of February ~~24~~, 2000, among the undersigned Subsidiary (a "Subsidiary Grantor" and a "Grantor") of Spalding Holdings Corporation (formerly, Evenflo & Spalding Holdings Corporation), a Delaware corporation (the "Borrower") and Bank of America National Trust & Savings Association ("BofA"), as administrative agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") from time to time parties to the Credit Agreement dated as of September 30, 1996 (as amended by the First Amendment to Credit Agreement, dated as of December 11, 1996, Credit Agreement Amendment No. 2, dated as of March 31, 1998, Credit Agreement Amendment No. 3 dated as of July 30, 1998, and as the same may be otherwise amended, amended and restated, supplemented or modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, BofA, as swing line lender, as fronting lender and as Administrative Agent, Merrill Lynch Capital Corporation, as documentation agent for the Lenders, NationsBank, N.A. South, as syndication agent for the Lenders and the several financial institutions specifically identified as Co-Agents on the signature pages thereof.

**WITNESSETH**

**WHEREAS**, pursuant to the Credit Agreement, (a) the Lenders severally agreed to make Credit Extensions to the Borrower upon the terms and subject to the conditions set forth therein and (b) one or more Lenders (including those of its Affiliates that have appointed the Administrative Agent to act on such Affiliate's behalf thereunder on terms substantially similar to those set forth in Article X of the Credit Agreement, including the provisions relating to exculpation and indemnification therein) agreed that from time to time they may enter into Swap Contracts with the Borrower;

**WHEREAS**, as a condition precedent to (a) the obligation of the Lenders to continue to make their respective Credit Extensions to the Borrower under the Credit Agreement, and (b) the effectiveness of the agreements set forth in Amendment No. 2 to the Credit Agreement, the Borrower and the Subsidiary Grantors executed and delivered a Security Agreement dated March 31, 1998 (the "Security Agreement") to the Administrative Agent for the ratable benefit of the Secured Parties;

**WHEREAS**, pursuant to the Security Agreement, the parties agreed to take actions and make filings and, in furtherance of the foregoing, the parties have agreed to supplement the Security Agreement as further set forth herein;

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, that the Security Agreement shall be supplemented as follows:

1. **GRANT OF SECURITY INTEREST**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property, whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or anywhere in the world or hereafter adopted or acquired in the United States or anywhere in the world, and all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or with a comparable office anywhere else in the world and including all Trademarks referred to on Schedule I hereto and all renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), and all renewals thereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral (as defined herein) described in clause (a) and, to the extent applicable, clause (b);

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world (all of the foregoing items in this clause (e), collectively with all the items in clauses (a) through (d), being called the "Trademark Collateral");

(f) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule II attached hereto;

(g) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (f);

(h) all patent licenses and other agreements providing the Grantor with the right to use any of the items of the type referred to in clauses (f) and (g);

(i) the right to sue third parties for past, present or future infringements of any Patent Collateral (as defined herein) described in clauses (f) and (g) and, to the extent applicable, clause (h); and

(j) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Schedule II attached hereto, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world (all of the foregoing items in this clause (j), collectively with all the items in clauses (f) through (i), being called the "Patent Collateral").

2. **SECURITY AGREEMENT.** This Supplement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral and in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, as relevant. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. **REPRESENTATIONS.** The undersigned hereby represents and warrants as follows:

(a) Spalding Sports Worldwide, Inc. (formerly known as Spalding & Evenflo Companies, Inc., and successor by merger to Lisco, Inc.) is the owner of (i) each item of Trademark Collateral listed in Schedule I hereto and (ii) each item of Patent Collateral listed in Schedule II hereto.

(b) This Supplement has been duly authorized, executed and delivered by the undersigned and constitutes a legal, valid and binding obligation of the undersigned, enforceable

against it in accordance with its terms.

4. **MISCELLANEOUS.**

(a) **Successors and Assigns.** This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) **Full Force and Effect; Limited Supplement.** Except as expressly supplemented hereby, the Security Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(c) **Loan Document, etc.** This Supplement constitutes a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

(d) **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(e) **Counterparts.** This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

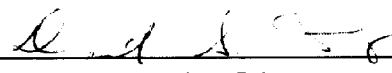
(f) **Severability.** In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired.

(g) **Fees.** Without limiting the provisions of the Credit Agreement (or any other Loan Document, including the Security Agreement), the undersigned agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Administrative Agent.

(h) **Governing Law.** **THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

**SPALDING SPORTS WORLDWIDE,  
INC. (formerly known as Spalding &  
Evenflo Companies, Inc. and successor  
by merger to Lisco, Inc.)**

By:   
Name: DANIEL S. FREY  
Title: CFO

**BANK OF AMERICA, N.A. f/k/a  
BANK OF AMERICA NATIONAL  
TRUST & SAVINGS ASSOCIATION,  
as Administrative Agent**

By: \_\_\_\_\_

Name: ~~Patrick W.~~ Zetzman  
Title: Vice President



**A. U.S. Trademark Applications**

<u>Applications</u>	<u>Application Numbers</u>
Calendar Gift Pack	75/616187
A Passion for Excellence	75/616192
Extra Carry	75/734739
Strata	75/774239
Ben Hogan	75/793599
Ben Hogan Signature	75/794111
Design of Golfer	75/793630
Spalding Strata	75/797331
Spalding Strata	75/797114
Spalding Strata	75/797113
Spalding Strata	75/797115
Strata	75/797334
Strata	75/797332
Strata	75/797333
Strata	75/797424
XL 2000	75/807335
XL 2000	75/808237
XL 2000	75/807334
XL 2000	75/808235

**B. U.S. Trademarks ]**

<u>Trademarks</u>	<u>Registration Numbers</u>
None.	

**A. U.S. Patent Applications**

<u>Applications</u>	<u>Application Number - Application Date</u>
Low Modulus Covered Golf Balls	253372 - 2/19/99
Tetrahedral Dimple Patter Golf Ball	286460 - 4/6/99
Golf Ball Core Compositions	225592 - 1/6/99
Low Spin Golf Ball Having a Dual Core Configuration	234275 - 1/19/99
Low Spin Golf Ball Comprising a Mantle Having a Hollow Interior	249273 - 2/11/99
Low Spin Golf Ball Comprising a Metal, Ceramic or Composite Mantle or Inner Layer	248860 - 2/11/99
Low Spin Golf Ball Comprising a Mantle with a Cellular or Liquid Core	248856 - 2/11/99
Low Spin Golf Ball Utilizing Perimeter Weighting	248627 - 2/11/99
Low Spin Golf Ball Comprising Silicone Material	248626 - 2/11/99
Golf Ball Cover Compositions	318098 - 5/25/99
Game Ball with Synthetic Leather Cover	304460 - 5/3/99
Golf Ball with Ionomeric Cover and Method of Making Same	299972 - 4/26/99
Golf Ball	324390 - 6/3/99
Method of Improving Scuff and Cut Resistance of Ionomer Cove Red Game Ball	286361 - 4/5/99
Method of Improving Scuff and Cut Resistance of Cover for Game Ball	236848 - 1/25/99
Method of (Treating Game Balls for) Improving Scuff and Cut Resistance of Ionomer Covered Game Ball	283767 - 4/1/99
(Golf Ball) UV Curable Ink Containing Aluminum Trihydroxide for use in Pad Printing and Method of Printing	233614 - 1/19/99
(Golf Ball) Game Ball with Logo Formed from UV Curable Ink Formerly: (UV Curable Ink Containing Aluminum Trihydroxide for use in Pad Printing and Method of Printing)	272453 - 3/19/99
UV Curable Ink Containing Aluminum Trihydroxide	272134 - 3/19/99
Multi-Layer Ionomeric Golf Ball Containing Filler and Method of the Same	337918 - 6/22/99
Nylon Compositions for Golf Ball Covers and Method of Making Same	241186 - 2/1/99
Bat with High Moment of Inertia to Weight Ratio and Method of Fabrication	311513 - 5/13/99
Golf Ball with Non-Circular, Sickle-Shaped Dimples	228291 - 1/11/99
Golf Ball with Contoured Dimples (Crescent-Contoured Circular Dimples)	259673 - 3/1/99
Golf Ball with Dimple Patterns Having Depth Progression	247948 - 2/11/99
Golf Ball and Method of Manufacture	236812 - 1/25/99
Golf Ball	239403 - 1/28/99
Non-Symmetric Dimple Depth Profile (for Golf Balls)	252979 - 2/19/99
Golf Ball and Method of Forming Dimples Thereon	285698 - 4/5/99
Composite Cleat for Athletic Shoe	235581 - 1/22/99

Golf Ball with Multi-Layer Cover	335302 - 6/17/99
Multi-Layer Golf Ball Containing Nylon and Method of Making Same	332705 - 6/14/99
Golf Ball Cores Formed from Ultra-High Mooney Viscosity Buta Diene Rubber	226340 - 1/6/99
Golf Ball Top Coating Containing an Aromatic/Aliphatic Polyisocyanate Copolymer	302891 - 4/30/99
Golf Ball with Soft Core	299416 - 4/26/99
Improved Process for Producing Polybutadiene Golf Ball Cores	248016 - 2/10/99
Perimeter Weighted Iron Type Golf Club Heads with Multiple Level Weights	299949 - 4/26/99
Inflated Ball with 3-D Embossed Logo	119542 - 2/10/99
Rubber Basketball with Skived Channel Look	117149 - 1/25/99
Game Ball with Improved Moisture Resistance	248595 - 2/11/99
Golf Ball Cores Formed from Blends of Neodymium and Cobalt Synthesized High Molecular Weight Butadiene Rubber	226727 - 1/7/99
Gaiter for Running Shoe (Etonic Gaiter Attachment)	238390 - 1/27/99
Golf Ball having Improved Heat Resistance	235252 - 1/22/99
Self-Locating Sole	236847 - 1/25/99
Gel Matrix Golf Ball	116764 - 1/22/99
Gel Matrix Golf Ball	239587 - 1/29/99
Golf Shoe Outsole with Bio-Mechanically Positioned Wear Bars	321413 - 5/28/99
Bio-Mechanically Extended Heel Golf Shoe	320104 - 5/26/99
Cushioning System for Golf Shoes	322428 - 5/28/99
Golf Shoe Outsole (Turfgrrips II)	105485 - 5/26/99
Golf Shoe Outsole (Design (Difference II))	105464 - 5/26/99
Golf Ball with Improved Multi-Layer Technology	116900 - 1/22/99
Golf Ball with Improved Two Piece Construction	116901 - 1/22/99
Golf Ball with Improved Heat Resistance	116899 - 1/22/99
Golf Ball	116870 - 1/22/99
Athletic Shoe Cleat	099610 - 1/22/99
Basketball Display Stand	119042 - 2/5/99
Basketball Having a Carcass with Recessed Seam Areas	120837 - 2/19/99
Golf Sore Wear Bar	105477 - 5/26/99
Golf Shoe Outsole Arch Region	105465 - 5/26/99
Multi-Layer Golf Ball	357733 - 7/21/99
Golf Ball Containing Plastomer and Method of making same	455068 - 12/6/99
Method of Improving scuff and cut resistance of cover for game ball	444691 - 11/22/99
Method of Forming an Indicia on a Game Ball Surface using an Ink Jet Printer (Golf Ball)	413608 - 10/6/99
Computerized Game Ball Customization System	413710 - 10/6/99
One Piece Golf Ball (using blends of SDA and Carboxylic Acids)	455830 - 12/6/99
Golf Ball with Non-Circular, Sickle-Shaped Dimples	450655 - 11/30/99
Improved Multi-Layer Golf Ball	387953 - 9/1/99
Perimeter Weighted Golf Ball with Visible Weighting	431533 - 11/1/99
Crosslinked Foam as Filler in an Inner Layer or Core of a Multi-Component Golf Ball	391304 - 9/7/99

Automatic Golf Bag Support Stand	433125 - 11/3/99
Medallion Gameball (Logo)	405898 - 9/24/99
Game Ball (Surface Design for Rubber Basketballs)	445833 - 12/6/99
Golf Ball with Soft Core (XL2000 Extra carry)	371628 - 8/11/99
Golf Ball with Soft Core	371994 - 8/11/99
Softer Feel Synthetic Leather for Game Balls	154470 - 9/17/99
Golf Ball which Includes Fast-Chemical-Reaction-Produced Component and Method of Making Same	411690 - 10/01/99
Three-Piece Golf Ball	162537 - 9/29/99
Catcher's Helmet with Eye Shield	359060 - 7/21/99
Three Piece Golf Ball with a Spherical Metal Center (1x2)	394829 - 9/13/99
Baseball or Softball Bat with Built in Swing Speed Indicator	173398 - 12/28/99
Self Contained Sport Ball Inflation Mechanism	60/159311 - 10/14/99
Computer Ordering/Selling Methodology for Laser Engraved Game Balls	60/157994 - 10/6/99
Dual Core Golf Ball with Heavy Elastomeric Nucleus	171701 - 12/22/99

## **B. U.S. Patents**

### Patents

### Registration Numbers

Golf Ball Cover Formed from Blend of Ionomer	5857926
Golf Ball and Method of Making Same	5857925
Sports Ball with Improved Feel	5865697
Decorative Shoe Plate for (Design No. 2) Bubble Bat	D405246
Golf Ball (Teardrop Dimple Patter for Golf Ball	D405487
Golf Ball (Teardrop Dimple Patter for Concave Bubble Bat (Design No. 3 - Bubble Bat)	D406291
Golf Ball and Method of Applying Indicia Thereto	D406622
Nylon Compositions for Golf Ball Constructions and Method of Spring for a Golf Bag Strap	D406623
Tetrahedral Dimple Pattern Golf Ball	D406624
Method of Improving Scuff and Cut Resistance of Ionomer Cove	5883173
Golf Ball Having Elongated Dimples and Method for Making the Golf Ball Core Compositions (File Wrapper)	5886103
Golf Ball (as amended)	5884827
Basketball (Design No. 1)	5890974
Golf Ball with Ionomeric Cover and Method of Making Same	5891973
	5890975
	5995105
	D408483
	D408876
	5902855

Composite Cleat for Athletic Shoe (DSS-1)	5906059
(Two-Piece) Composite Cleat for Athletic (Golf) Shoe	5906059
Golf Ball with Pentagon-Shaped Pattern (Perimeter Weighted)	D410511
Golf Ball with Double Stripe Pattern (Perimeter Weighted)	D410512
Golf Ball with Pentagon-Shaped Pattern	D410979
Golf Ball with Single Stripe and Spotted Pattern	D411268
Golf Ball with Stripe Pattern	D411599
Perimeter Weighted Iron Type Golf Club Heads with Multiple	5921869
Golf Ball with Multiple Stripes Pattern	D412193
Golf Ball with Striped and Spotted Pattern (Perimeter Weight)	D421543
Outsole for a Golf Shoe (with Removable Cleat)	D412392
Golf Ball with Spiral Pattern	D412954
Metal Wood Golf Club Head	D414231
Medallion Game Ball (Logo)	5967917
Golf Ball with Ring Pattern (Perimeter Weighted Golf Ball)	D415541
Low Spin Golf Ball	5971872
Multi-Layer Golf Ball (1.71)	5971871
Golf Ball (Two-Piece Golf Ball with Soft Outer Skin on Core)	5976443
Perimeter Weighted Golf Ball with Visible Weighting (Titan)	5984806
Golf Shoe Outsole (per Examiner) with Removable Cleats	D416670
One Piece Golf Ball (Using Blends of ZDA and Carboxylic Acid)	5998506
Golf Ball Having Circular Groups of Tear-Dropped Dimples	5997418
Golf Ball with Double-Stripe and Disc Pattern	D417477
Golf Ball Paint (Coating) Delivery System	6001177