

06-23-2000



101388104

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5-22-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

☒ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

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 Assignment.)

☒ Citizenship/State of Incorporation/Organization

06/22/2000 ASCOTT 00000065 200052 75494831

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 475.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002091 FRAME: 0884

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 415/398-4700

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

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)

75494831

75721770

75410168

2234764

2188305

2189804

75494830

75721771

75486008

2194132

1318236

2192660

75410712

75721263

2192661

2232648

2181243

Number of Properties

Enter the total number of properties involved.

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 515.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

20-0052

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

David Adams

D. Elaine Howard, Legal Assistant

Name of Person Signing

D. Elaine Howard

Signature

5/18/2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Fox Design, Inc.

05 12 2000

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization California

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

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

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)

2298810		
1568070		
2296775		

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of May 12, 2000, is made by FOX RACING, INC., a California corporation ("Borrower") and FOX DESIGN, INC., a California corporation ("Design") (Borrower and Design, together with any other party who becomes a grantor hereunder, collectively the "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors, the other Credit Parties party thereto, Lenders and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Design benefits from the financial accommodations made by Agent and Lenders under the Credit Agreement, and therefore, Design has agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Continuing Guaranty of even date herewith made by Design in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

C. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Agent and Lenders to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

D. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as

defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto, and all reissues, continuations or extensions thereof;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto, and all reissues, continuations or extensions thereof;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark, or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.


3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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 Page Intentionally Left Blank]

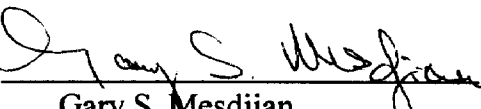
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

FOX RACING, INC.

By: 
Gary S. Mesdjian
Chief Financial Officer


FOX DESIGN, INC.

By: 
Gary S. Mesdjian
Chief Financial Officer

Agreed to and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Iain Douglas
Duly Authorized Signatory

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

None as of the Closing Date

(PART B)

TRADEMARKS

FEDERAL TRADEMARKS

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
United States	1-888-Shift It	75/494831		06/02/98 (application)
United States	1-888-Shift It	75/494385*		06/02/98 (application)
United States	1-888-Shift It	75/494375*		06/02/98 (application)
United States	1-888-Shift It	75/494830		06/02/98 (application)
United States	DirtPaws	73/378853*	1,247,132*	08/09/82 (application) 08/02/83 (registration)
United States	Fox Airshox	73/144848*		10/17/77 (application)
United States	Fox Shox	73/402222*	1,261,661*	11/10/82 (application) 12/20/83 (registration)
United States	Misc. Design (Fox Head)	73/144854*	1,148,619*	10/17/77 (application) 03/24/81 (registration)
United States	Misc. Design (Fox Head)	75/169848	2234764	09/23/96 (application) 03/23/99 (registration)
United States	Misc. Design (Fox Head)	75/170436	2194132	09/23/96 (application) 10/06/98 (registration)

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
United States	Misc. Design (Fox Head)	75/170438	2192661	09/23/96 (application) 09/29/98 (registration)
United States	Misc. Design (Fox Head)	75/169847	2188305	09/23/96 (application) 09/08/98 (registration)
United States	Misc. Design (FX and FOX)	73/401867	1318236	11/08/82 (application) 02/05/85 (registration)
United States	Misc. Design (FX and FOX)	75/170434	2232648	09/23/96 (application) 03/16/99 (registration)
United States	Misc. Design (FX and FOX)	75/170435	2189804	09/23/96 (application) 09/15/98 (registration)
United States	Misc. Design (FX and FOX)	75/170437	2192660	09/23/96 (application) 09/29/98 (registration)
United States	Misc. Design (FX and FOX)	75/170440	2181243	09/23/96 (application) 08/11/98 (registration)
United States	Misc. Design (Two Bar Design)	75/410712		12/24/97 (application)
United States	Misc. Design (Two Bar Design)	75/410168		12/23/97 (application)
United States	Misc. Design (Two Bar Design)	75/410332	2296775	12/23/97 (application) 11/30/99 (registration)
United States	Misc. Design (Two Bar Design)	75/410141	2298810	12/23/97 (application) 12/07/99 (registration)
United States	Misc. Design	73/771424	1568070	12/27/88 (application) 11/28/89 (registration)
United States	Misc. Design	n/a	n/a	n/a
United States	Moto-X Fox Design	73/144855*	1,148,620*	10/17/77 (application) 03/24/81 (registration)
United States	Pilot	75/486008		05/15/98 (application)
United States	Shift	75/721770**		06/04/99 (application)
United States	Shift	75/721771**		06/04/99 (application)
United States	Shift	75/721263**		06/04/99 (application)

* = Abandoned

** = Suspended

FOREIGN TRADEMARKS

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Argentina	Fox Racing & Design Misc. Design (FX and FOX)	1884491	1512881	7/5/93 (application) 3/31/94 (registration)
Australia	Misc. Design (Fox Head)	737471	737471	06/23/97 (application) 01/23/98 (registration)
Australia	Misc. Design (FX and FOX)	737470		06/23/97 (application)
Austria	Misc. Design (FX and FOX)	AM 633/97	171313	02/07/97 (application) 09/01/97 (registration)
Brazil	Misc. Design (FX and FOX)	820642924		03/27/98 (application)
Canada	Fox Canada	856320		09/17/97 (application)
Canada	Misc. Design (Fox Head)	1010264		03/29/99 (application)
Canada	Misc. Design (FX and FOX)	857040	TMA509433	09/25/97 (application) 03/16/99 (registration)
Chile	Misc. Design (Fox Head)	n/a	n/a	n/a
France	Misc. Design (Fox Head)	99 811 913	99/811913	09/13/99 (application) 09/13/99 (registration)
France	Misc. Design (FX and FOX)	99 811 914	99/811914	09/13/99 (application) 09/13/99 (registration)
German Federal Republic	Misc. Design (FX and FOX)	39740076.4	39740076	08/21/97 (application) 10/24/97 (registration)
Italy	Fox Label	33533C/83	454927	04/06/83 (application) 11/03/86 (registration)
Italy	Misc. Design (Fox Head)	RM97C001415	781156	03/21/97 (application) 05/24/99 (registration)
Italy	Misc. Design (Fox Head)	33534C/83	454928	04/06/83 (application) 11/03/86 (registration)

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Italy	Misc. Design (FX and FOX)	RM97C001414	781155	03/21/97 (application) 05/24/99 (registration)
Italy	Moto-X Fox Label	33532C/83	454926	04/06/83 (application) 11/03/86 (registration)
Japan	Misc. Design (Fox Head)	06-046511	3253531	05/11/94 (application) 01/31/97 (registration)
Japan	Misc. Design (Fox Head)	n/a	n/a	n/a
Japan	Misc. Design (FX and FOX)	09-031377	4218274	03/24/97 (application) 12/04/98 (registration)
Japan	Misc. Design (FX and FOX)	41,305/1983		05/09/83 (application)
Japan	Moto-X Fox Design	n/a	n/a	n/a
Japan	Moto-X Fox Design (katakana)	n/a	n/a	n/a
New Zealand	Fox (stylized) and Design	n/a	244397	01/05/95 (application) 01/05/95 (registration)
South Africa	Misc. Design (FX and FOX)	97/13134		08/28/97 (application)
Spain	Misc. Design (Fox Head)	2255431		09/03/99 (application)
Spain	Misc. Design (Fox Head)	2255432		09/03/99 (application)
Spain	Misc. Design (Fox Head)	2255426		09/03/99 (application)
Spain	Misc. Design (Fox Head)		2104617	01/20/98 (registration)
Spain	Misc. Design (FX and FOX)	2255427		09/03/99 (application)
Spain	Misc. Design (FX and FOX)	2255428		09/03/99 (application)
Spain	Misc. Design (FX and FOX)	2255429		09/03/99 (application)

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Spain	Misc. Design (FX and FOX)	2255430		09/03/99 (application)
United Kingdom	Misc. Design (Fox Head)	2123131	2123131	02/10/97 (application) 10/03/97 (registration)
United Kingdom	Misc. Design (Fox Head)	1125288	1,125,288	12/06/79 (application) 12/06/79 (registration)
United Kingdom	Misc. Design (Fox Head)	1127614	1,127,614	01/26/80 (application) 01/26/80 (registration)
United Kingdom	Misc. Design (FX and FOX)	2123072	2123072	02/10/97 (application) 03/26/99 (registration)
United Kingdom	Misc. Design (FX and FOX)	1127613	1,127,613	01/26/80 (application) 01/26/80 (registration)
United Kingdom	Misc. Design (FX and FOX)	B1189099	B1,189,099	01/22/83 (application) 01/22/83 (registration)

(PART C)

COPYRIGHTS

None as of the Closing Date