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10-24-2000

U.S. Department of Commerce
Patent and Trademark Office



Documents or copy thereof. 104.00

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

SPALDING SPORTS WORLDWIDE, INC. (formerly known as Spalding & Evenflo Companies, Inc. and successor by merger to Lisco, Inc.), a subsidiary of Spalding Holdings Corporation

- Individual(s)
- General Partnership
- Corporation (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: September 11, 2000

101495491

arty(ies):

Name: BANK OF AMERICA NATIONAL ASSOCIATION (formerly known as Bank of America National Trust & Savings Association), as Administrative Agent

Internal Address: _____

Street Address: 1455 Market Street, 12th Floor

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: Regina O'Flaherty
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, N.W.

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. 18743)
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

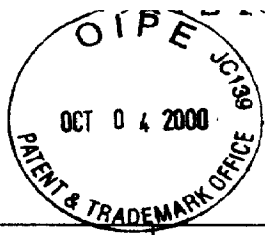
Regina J. O'Flaherty
Name of Person Signing

October 4, 2000
Date

Total number of pages comprising cover sheet and documents: 11

10/23/2000 GTDN11 00000153 75899090

01 FC:481 40.00 OP
02 FC:482 450.00 OP



Attachment to Trademark Recordation Cover Sheet

TRADEMARK APPLICATIONS

Docket No.	Ctry	Ctry	Curr App No	Cur App	DtMark Name
009182	USA	USA	75/899090	19JA2000	APEX PLUS
009232	USA	USA	75/015485	03AP2000	AERO
009241	USA	USA	76/009503	27MY2000	SWITCH...LOWER YOUR SCORES
009280	USA	USA	75/899092	19JA2000	STRATA
009336	USA	USA	75/899091	19JA2000	WALK WITH COMFORT. PLAY WITH CONFIDENCE
009373	USA	USA	76/008698	24MR2000	SUPER SPIN
009374	USA	USA	76/009021	24MR2000	SOFT DISTANCE

ETONIC TRADEMARK APPLICATIONS

Docket No.	Ctry	Ctry	Curr App No	Cur App	DtMark Name
009410	USA	USA	76/024848	13AP2000	EDGE
009411	USA	USA	76/024847	13AP2000	APEX EDGE
009413	USA	USA	76/039656	03MY2000	ECOMFORT
009428	USA	USA	78/011799	08JE2000	TITAN STEEL

TRADEMARK REGISTRATIONS

Docket No.	Ctry	Ctry	Curr Reg No	Cur Reg	DMark Name
000112	USA	USA	507637	19MY2000	AIR-FLITE
006743	USA	USA	2331411	21MR2000	LIGHTNING
006938	USA	USA	2339930	11AP2000	SPALDING (1992 LOGO)
007970	USA	USA	2313551	01FE2000	EXTREME PRO SERIES (STYLIZED)
008594	USA	USA	2318283	15FE2000	PRO EX IN A CIRCLE
008731	USA	USA	2313456	01FE2000	PRO SUPPORT
008852	USA	USA	2311466	25JA200	DIFFERENCE TOUR
008890	USA	USA	2305965	04JA2000	SPALDING (CURSIVE LOGO)



[EXECUTION COPY]

SUPPLEMENT TO SECURITY AGREEMENT

SUPPLEMENT TO SECURITY AGREEMENT (this "Supplement"), dated as of September 11, 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 Association (formerly known as 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.

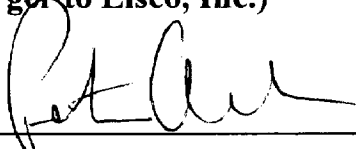
(g) Fees. Without limiting the provisions of the Credit Agreement (or any other Loan Document, including the Security Agreement), the undersigned agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys'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

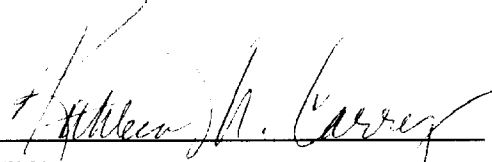
**SPALDING SPORTS WORLDWIDE,
INC. (formerly known as Spalding &
Evenflo Companies, Inc. and successor
by merger to Lisco, Inc.)**

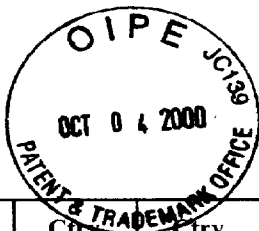
By: _____


Name: Peter A. Arturi

Title: Vice President, Secretary
& General Counsel

**BANK OF AMERICA NATIONAL
ASSOCIATION (formerly known as
Bank of America National Trust &
Savings Association), as Administrative
Agent**

By: 
Name:
Title: *Vice President*



Schedule I

TRADEMARK APPLICATIONS

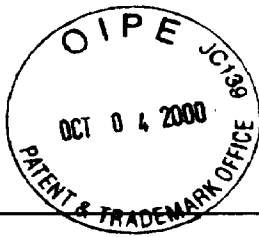
Docket No.	Ctry	Ctry	Curr App No	Cur App	DtMark Name
009182	USA	USA	75/899090	19JA2000	APEX PLUS
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009336	USA	USA	75/899091	19JA2000	WALK WITH COMFORT. PLAY WITH CONFIDENCE
009373	USA	USA	76/008698	24MR2000	SUPER SPIN
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008594	USA	USA	2318283	15FE2000	PRO EX IN A CIRCLE
008731	USA	USA	2313456	01FE2000	PRO SUPPORT
008852	USA	USA	2311466	25JA200	DIFFERENCE TOUR
008890	USA	USA	2305965	04JA2000	SPALDING (CURSIVE LOGO)



Schedule II

GRANTED U.S. PATENTS

Docket No.	Title	Pat No.
004303	MULTI-LAYER GOLF BALL AND METHOD OF MAKING SAME	6042488
004638-DN	GOLF BAG BOTTOM WITH LIFT HANDLE	D421839
004026-1-C1	GOLF BALL CONTAINING PLASTOMER AND METHOD OF MAKING SAME	6018003
004751	GOLF BALL AND METHOD OF PRODUCING SAME (TITANIUM FILLED THIC	6015356
005224	AUTOMATIC GOLF BAG SUPPORT STAND	6010101
004438-2-1	COMPOSITE BAT WITH METAL BARREL AREA AND METHOD OF FABRICATI	6056655
004628-D1-1	NOVEL DUAL CORES FOR GOLF BALLS (MULTI-LAYER GOLF BALL USIN	6057403
005598DN	GOLF BALL WITH STAR-SHAPED PATTERN (PERIMETER WEIGHTED GOLF	D424143
005599DN	GOLF BALL WITH CONTOURED-SHAPED PATTERN (PERIMETER WEIGHTED	D419626
003877-1	LAMINATED LIGHTWEIGHT INSERTS FOR GOLF CLUB HEADS	6074309
004292-1	GOLF BALL MOLD PREPARATION TECHNIQUE AND COATING SYSTEM	6033724
004626-1	BALL BAT WITH TAILORED FLEXIBILITY	6022282
005670DN	SPIKELESS CLEAT	D421175
005671DN	"GOLF SHOE OUTSOLE" per Examiner — FILED AS GOLF SHOE WITH	D420209
005674DN	OUT-SOLE FOR GOLF SHOE (WITH NON-REMOVABLE CLEAT)	D420496
004551	GOLF BALL WITH NON-CIRCULAR, SICKLE-SHAPED DIMPLES	6019688
005927DN	ATHLETIC SHOE CLEAT	D424384

U.S. PATENT APPLICATIONS

Docket No.	Title	App Date	App No.
005935U1	BASKETBALL HAVING A CARCASS WITH SEAM AREAS	03JA2000	476855
00598OU1	SELF CONTAINED SPORT BALL INFLATION MECHANISM	06JA2000	478225
006013DN	GIFT CARD (HOLIDAY GREETING)	06JA2000	116602
005543	GAME BALL WITH A URETHANE GUM RUBBER SURFACE	10JA2000	479985
003724-F2-1-U1	IMPROVED MULTI-LAYER GOLF BALL	22JA2000	490185
004628-3-1-U2	MULTI-LAYER GOLF BALL	22JA2000	490183
004628-D1-1-1U1	IMPROVED MULTI-LAYER GOLF BALL	22JA2000	490182
004751-D1-1-U1	GOLF BALL	22JA2000	490167
005371-1-U2	ULTRA HIGH MOONEY BR IN GOLF BALL CORES	22JA2000	490178
005474-D1-1-1U3	GOLF BALL (WITH SOFT CORE) (XL-2000 EXTRA CARRY)	22JA2000	490181
005870-1-U4	METHOD OF IMPROVING SCUFF AND CUT RESISTANCE OF IONOMER COVE	22JA2000	490184
005735U1	RUBBER BASKETBALL WITH SKIVED CHANNEL LOOK	24JA2000	490224
006000DN	RETAILER DISPLAY (ETONIC VIRTUAL INVENTORY MERCHANDISER & SY	27JA2000	117672
006000U1	VIRTUAL INVENTORY SYSTEM (ETONIC VIRTUAL INVENTORY MERCHANDI	27JA2000	492100
005523	ONE-PIECE MOLDED SOFTBALL	08FE2000	499824
003637-F1-2-1C1	HIGH ACID IONOMER AND GOLF BALL COVER COMPOSITIONS COMPRISIN	09FE2000	501018
005725U1	INFLATED BALL WITH THREE-DIMENSIONAL EMBOSSED LOGO	09FE2000	501158
003351-2-F1-C11	IMPROVED GOLF BALL COVERS CONTAINING HIGH ACID IONOMERS	16FE2000	505760
004192	GAME BALL CENTER HAVING OUTER LAYER OF INJECTION MOLDED IONO	22FE2000	510055
004867	BALL WITH COATING FOR IMPROVED FEEL AND HANDLING (SYNTHETIC	24FE2000	512112
004640	ISOTHERMAL CORE MOLDING PLATEN	28FE2000	514766
003902-2-1	GAME BALL WITH VARIABLE SURFACE HARDNESS (HIGH VISIBILITY IN	03MR2000	518656
004408-D1-1	NYLON COMPOSITIONS FOR GOLF BALL CONSTRUCTIONS AND METHOD OF	10MR2000	523563
005507	IMPROVED DISTANCE MULTI-LAYER GOLF BALL (ULTIMATE)	10MR2000	523561
005776	MULTI LAYER GOLF BALL WITH FILLED INNER LAYER HAVING DUAL CO	13MR2000	524031
006035DN	GOLF BALL INTERIOR COMPONENT HAVING A PLURALITY OF PROTUBERA	14MR2000	120128
006036DN	GOLF BALL INTERIOR COMPONENT HAVING A PLURALITY OF PROTUBERA	14MR2000	120116

Docket No.	Title	App Date	App No.
005446-D1	GOLF BALL AND METHOD OF COATING A GOLF BALL WITH TOP COAT CO	23MR2000	533983
004303-D1	MULTI-LAYER GOLF BALL AND METHOD OF MAKING SAME	28MR2000	537029
005952	GOLF BALL MOLD FORMED OF POROUS METAL	03AP2000	541263
006030DN1	GOLF BALL CONTAINER (PRESCRIPTION PACK FOR GOLF BALLS)	07AP2000	121547
006030DN2	CONTAINER WITH LABEL FOR GOLF BALLS (PRESCRIPTION PACK FOR	07AP2000	121548
005777	MULTI-CORE MULTI-COVER GOLF BALLS (2X2)	19AP2000	550369
00598OU4	SELF CONTAINED SPORT BALL INFLATION PUMP	28AP2000	560768
006051P	NEW BIO-CUSHION INSOLE	28AP2000	200655
006052P	MOLDED SHANK	28AP2000	200211
006053P	GOLF SHOE OUTSOLE	28AP2000	200650
006054DN	GOLF SHOE OUTSOLE	28AP2000	122510
004438-2-1-1	COMPOSITE BAT WITH METAL BARREL AREA AND METHOD OF FABRICATI	02MY2000	563607
006055P	GOLF SHOE OUTSOLE AND FOOTBED	02MY2000	201356
006008DN	FOOTBED SURFACE DESIGN FOR GOLF SHOES	15MY2000	123308
005645DN	GOLF CLUB HEAD (HOGAN APEX CB IRONS)	22MY2000	123661
00598OU2	SELF CONTAINED SPORT BALL INFLATION MECHANISM	14JE2000	594547
00598OU3	SELF CONTAINED SPORT BALL INFLATION MECHANISM	14JE2000	594180
00598OU1-1	SELF-CONTAINED SPORT BALL INFLATION MECHANISM (SPRING PUMP	15JE2000	594980
004662P	GAME BALL AND METHOD OF MANUFACTURE (WATERBORNE SOFTBALL COA	19JE2000	212419
004550-1	GOLF BALL WITH ELEVATED DIMPLE PORTIONS	20JE2000	597009