

11-08-2000

101800

- Patents
- Trademarks



Number of Patents and Trademarks:  
Total document or copy thereof.

1. Name of Party(ies) 101510328

2. Name and Address of Party(ies) receiving an interest:

Skateboard World Industries, Inc.

Name: Fleet Capital Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 15260 Ventura Blvd., Suite 400  
 City: Sherman Oaks  
 State: California Zip: 91403

Entity (e.g. Skateboard World Industries, Inc.):

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation-State: California
- Other \_\_\_\_\_

Entity (Fleet Capital Corporation):

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation-State: Rhode Island
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

3. Interest Conveyed:  
 Assignment       Association  
 Security Agreement       Limited Partnership  
 Other \_\_\_\_\_  
Execution Date: As of October 2, 2000

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:  Yes  No

Trademark Application Serial Number 75879656

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
 Name: Federal Research Corporation  
 Internal Address: Ms. Penelope Agodoa  
 Street Address: 400 Seventh Street, N.W., Suite 101  
 City: Washington  
 State: District of Columbia Zip: 20004

6. Number of applications, patents, or registrations involved:  
1

7. Amount of fee enclosed or authorized to be charged:  
\$40.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

10/17/2000 DAYRNE 00000086 75879656  
 40.00 BP

DO NOT USE THIS SPACE

9. Date of execution of attached document As of October 2, 2000

10. 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 documents.

October 16, 2000  
Date

Paul Toland

Signature

Name of Person Signing

AMENDMENT TO SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

This Amendment to Security Agreement (Intellectual Property) (this "Amendment") is entered into as of October 2, 2000 between Skateboard World Industries, Inc., a California corporation ("Borrower"), and Fleet Capital Corporation, as Agent (the "Agent") for the Lenders ("Lenders") party to the Loan and Security Agreement dated as of August 13, 1999 among Agent, Lenders Borrower and certain of its affiliates, with respect to the following:

A. Borrower and Agent have previously entered into that certain Grant of Security Interest – Trademarks dated as of August 13, 1999 (the "Security Agreement"). Said Security Agreement was recorded with the Assignment Branch of the United States Patent and Trademark Office on September 3, 1999 at Reel 1953; Frame 0536. Capitalized terms are used in this Amendment as defined in the Security Agreement, unless otherwise defined herein.

B. Borrower and Agent wish to amend the Security Agreement to reflect additional patents or patent applications of Borrower.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereof, the parties hereto agree as follows:

1. Trademarks. Schedule C to Attachment I of the Security Agreement is hereby amended by adding the following trademark applications:

SCHEDULE C TO ATTACHMENT I  
TO SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Jurisdiction	Mark	Class	Owner	Status	Serial Number	Date Filed/Pub'd
USA	WI	18, 25, 28	Skateboard World Industries, Inc.	Pending	75879656	12/21/99

2. Reaffirmation. Except as amended by the terms herein, the Security Agreement remains in full force and effect. This Amendment contains the entire agreement of the parties hereto and supersedes any and all prior agreements or understandings between the parties, written or oral, respecting the subject matter hereof. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Security Agreement, the terms and provisions of this Amendment shall govern.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


4. Governing Law. This Amendment shall be governed by and construed according to the laws of the State of California.

5. Attorneys' Fees and Jury Trial. Borrower shall pay, on demand, all attorneys' fees and costs incurred in connection with the negotiation, documentation and execution of this Amendment. If any legal action or proceeding shall be commenced at any time by any party to this Amendment in connection with its interpretation or enforcement, the prevailing party or parties in such action or proceeding shall be entitled to reimbursement of its reasonable attorneys' fees and costs in connection therewith, in addition to all other relief to which the prevailing party or parties may be entitled. Each of the parties hereto waives its right to a trial by jury in any action to enforce, defend or interpret, or otherwise concerning, this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

SKATEBOARD WORLD INDUSTRIES, INC.

FLEET CAPITAL CORPORATION

By:   
Title: CEO

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

2. Reaffirmation. Except as amended by the terms herein, the Security Agreement remains in full force and effect. This Amendment contains the entire agreement of the parties hereto and supersedes any and all prior agreements or understandings between the parties, written or oral, respecting the subject matter hereof. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Security Agreement, the terms and provisions of this Amendment shall govern.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. Governing Law. This Amendment shall be governed by and construed according to the laws of the State of California.


5. Attorneys' Fees and Jury Trial. Borrower shall pay, on demand, all attorneys' fees and costs incurred in connection with the negotiation, documentation and execution of this Amendment. If any legal action or proceeding shall be commenced at any time by any party to this Amendment in connection with its interpretation or enforcement, the prevailing party or parties in such action or proceeding shall be entitled to reimbursement of its reasonable attorneys' fees and costs in connection therewith, in addition to all other relief to which the prevailing party or parties may be entitled. Each of the parties hereto waives its right to a trial by jury in any action to enforce, defend or interpret, or otherwise concerning, this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

SKATEBOARD WORLD INDUSTRIES, INC.

FLEET CAPITAL CORPORATION

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

By:  \_\_\_\_\_  
Title: S.V.P.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On 2, 2000 October, before me, Micah Rochelle Mullens  
(Name and Title of Officer)

personally appeared Frank Messmann

- personally known to me  
-or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Micah Rochelle Mullens  
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER      DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer  
Ceo  
 Title(s)

Amendment to Security Agreement  
Title Or Type Of Document

Partner(s)       Limited  
 General  
 Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other: \_\_\_\_\_

2  
Number Of Pages

10/2/00  
Date Of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)  
Statebeard World Industries

n/a  
Signer(s) Other Than Named Above

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } ss.

On October 2, 2000, before me, Merly D. Deo, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Mark D. Neuhus  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Merly D. Deo  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Amendment to Security Agreement

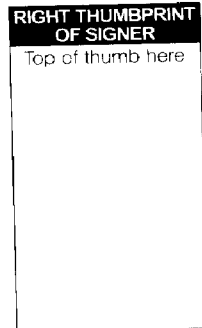
Document Date: October, 2000 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Mark D. Neuhus

- Individual
- Corporate Officer — Title(s): Senior Vice President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Fleet Capital Corporation