

11-15-2000



101517522

10-30.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Change of Name
- Other

Effective Date
Month Day Year
10042000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
10042000

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

11/09/2000 AAHMED1 00000123 75908092

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 425.00 OP

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

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

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.

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

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

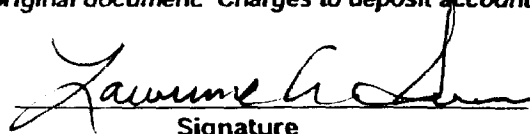
Deposit Account Number: #

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.

Lawrence A. Swain



10-26-00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

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

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Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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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)

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<input type="text" value="2092714"/>	<input type="text" value="0777904"/>	<input type="text"/>
<input type="text" value="2092715"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2092717"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1493149"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1878692"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 4, 2000, is between AVID OUTDOOR L.L.C., a Kansas limited liability company (herein referred to as "Grantor"), and HSBC BUSINESS CREDIT (USA) INC. (herein referred to as "Grantee").

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and Grantee are parties to a Loan and Security Agreement dated February 2, 1996 (as amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof, in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the Security Interest granted to the Grantee pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Trademark Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which the Indebtedness has been paid in full (other than arising from indemnities for which no request has been made) and the Loan Agreement has been terminated.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Indebtedness, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Indebtedness, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Indebtedness shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In the event of any express conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern and prevail.

Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned thereto under the Loan Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4th day of October, 2000.

AVID OUTDOOR L.L.C.

By: 

Lee W. Peakes, as President of Avid Outdoor L.L.C. and as Trustee of the Lee W. Peakes Revocable Trust dated July 25, 1988, Member

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

MARK	REGISTRATION NUMBER	DATE OF REGISTRATION
American Camper	1,573,967 (Argentina)	Registered on 08/31/1995
	816,182,361 (Brazil)	Registered on 05/11/1994
	816,182,353 (Brazil)	Registered on 07/25/1995
	451,452 (Chile)	Registered on 10/13/1995
	182866 (Columbia)	Registered on 11/24/1995
	151,195 (Thailand)	Registered on 11/26/1990
	151,411 (Thailand)	Registered on 11/26/1990
	61-95 (Venezuela)	Registered on 04/26/1996
American Camper AC (stylized)	1,226,574 (USA)	Registered on 02/08/1983
American Camper AC & Design	1,209,535 (USA)**	Registered on 09/21/1982
	1,212,260 (USA)	Registered on 10/12/1982
	1,221,753 (USA)	Registered on 12/28/1982
	1,234,662 (USA)	Registered on 04/12/1983
	1,237,388 (USA)	Registered on 05/10/1983
	1,238,371 (USA)	Registered on 05/17/1983
	214,684 (S. Korea)	Registered on 06/11/1991
	218,129 (S. Korea)(A)	Registered on 08/02/1991
	219,182 (S. Korea)	Registered on 08/14/1991
	219,183 (S. Korea)	Registered on 08/14/1991
	220,509 (S. Korea)	Registered on 08/30/1991
	221,402 (S. Korea)	Registered on 09/16/1991
	221,404 (S. Korea)	Registered on 09/16/1991
	224,577 (S. Korea)(A)	Registered on 10/23/1991
	226,702 (S. Korea)	Registered on 11/26/1991
	228,799 (S. Korea)	Registered on 12/19/1991
	229,623 (S. Korea)	Registered on 01/04/1992
	233,371 (S. Korea)	Registered on 02/28/1992
	257,274 (S. Korea)	Registered on 01/15/1993
257,275 (S. Korea)	Registered on 01/15/1993	
211,573 (Taiwan)	Registered on 05/16/1983	
211,829 (Taiwan)	Registered on 05/16/1983	
257,916 (Taiwan)	Registered on 09/16/1984	
American Camper & Design	1,939,793 (USA)	Registered on 12/05/1995
	1,939,805 (USA)	Registered on 12/05/1995
	2,092,714 (USA)*	Registered on 09/02/1997
	2,092,715 (USA)*	Registered on 09/02/1997
	2,092,717 (USA)*	Registered on 09/02/1997
	TMA489,929 (Canada)	Registered on 02/13/1998
	130,838 (Russia)	Registered on 05/15/1995
American Camper & Design	TMA528,514 (Canada)	Registered on 05/29/2000

(Banner Design)		
American Camper the Leader in Family Camping Fun & Design (Banner w/ Position Statement)	TMA528,521 (Canada)	Registered on 05/29/2000
American Camper & Device	579,431 (China) 581,198 (China) 582,301 (China) 582,729 (China) 582,803 (China) 582,804 (China) 582,805 (China) 583,557 (China) 583,985 (China)	Registered on 01/20/1992 Registered on 01/30/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/10/1992 Registered on 02/20/1992 Registered on 02/20/1992
American Clearwater	582,889 (China)	Registered on 02/10/1992
American Clearwater Rainwear & Device	347,798 (Taiwan)	Registered on 12/01/1986
American Clearwater Rainwear & Design	1,164,704 (USA)	Registered on 08/11/1981
Camp Ways	1,493,149 (USA)	Registered on 06/21/1988
Nesco	858,285 (USA)	Registered on 10/08/1968
Weather-Rite	1,878,692 (USA) 816.182.370 (Brazil) 816.182.388 (Brazil) 149,260 (Thailand) 150,264 (Thailand)	Registered on 02/14/1995 Registered on 10/06/1992 Registered on 08/18/1992 Registered on 11/26/1990 Registered on 01/03/1991
Weather-Rite & Device	578,752 (China)	Registered on 01/10/1992
Weather-Rite WR & Design	218,128 (S. Korea) 220,508 (S. Korea) 130,839 (Russia) 212,855 (Taiwan)	Registered on 08/02/1991 Registered on 08/30/1991 Registered on 08/15/1995 Registered on 06/01/1983
Weatherite	777,904 (USA)	Registered on 09/29/1964
X Caliber & Design	90-10333 (S. Korea) 218,130 (S. Korea) 219,184 (S. Korea) 221,403 (S. Korea) 225,546 (S. Korea)	Registration date not available. Registered on 08/02/1991 Registered on 08/14/1991 Registered on 09/16/1991 Registered on 11/09/1991
Xcaliber & Device	577,746 (China)	Registered on 12/30/1991

Trademark Applications

MARK	SERIAL NUMBER	APPLICATION DATE
American Camper	7315-95 (Venezuela)	Application filed on 08/23/1996 (trademark was granted on August 23, 1996; awaiting certificate)
Kampin' Kids	75/889,474 (USA)	Application filed on 01/06/2000
MultiFuel	75/908,092 (USA)	Application filed on 01/24/2000

Common Law Trademarks

American Camper (word mark)
American Camper & Design (Banner Design)
American Camper the Leader in Family Camping Fun & Design (Banner w/Positioning
Statement w/Mountains & Trees)
EasyLight
The Leader in Family Camping Fun
X-Caliber/Xcaliber

Notes

*Assignment from Nelson/Weather-Rite, Inc., not recorded. Seller will use its reasonable commercial efforts to obtain assignments from the trustee in bankruptcy for RDM Sports Group, Inc., and related debtor entities, including Nelson/Weather-Rite, Inc., and record them with the PTO.

**Assignment from Nelson/Weather-Rite, Inc., not recorded; release of security interest of BA Business Credit, Inc., not recorded. Seller will use its reasonable commercial efforts to obtain and record assignment and release as necessary.

(A) No certificate is in the file. Seller will use its reasonable commercial efforts to locate and deliver the certificate.