

12-11-2000



101545911

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
11 29 00

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

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 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

12/08/2000 DNGUYEN 00000354 75292005

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 325.00 DF

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

TRADEMARK
REEL: 002191 FRAME: 0909

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)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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)

75292005	1781572	1834713
1689151	1816014	75223149
75223131	2027217	1938507

Number of Properties

Enter the total number of properties involved.

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 365⁰⁰

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.

Jared K Griffith

12.1.00

Name of Person Signing

Signature

Date Signed

Additional Trademark Registration Number to Recordation Form Cover Sheet for
Trademarks only

Conveying Party: A Sport, Inc.
Formerly: Avalanche Snowboards, Inc.

Receiving Party: The CIT Group/Business Credit, Inc.
300 South Grand Avenue, 3rd Floor
Los Angeles, CA 90071

Additional Trademark Registration Numbers:

2013250

2114291

2195099

2293306

2378073

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 29, 2000, is executed by A SPORT, INC., a Delaware corporation formerly known as Avalanche Snowboards, Inc. ("Borrower"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., successor by merger to The CIT Group/Credit Finance, Inc. ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of December 8, 1997 (as amended, the "Loan Agreement") between Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated as of December 8, 1997 in favor of Lender and as amended by a First Amendment to Security Agreement (Intellectual Property) dated as of the date hereof (together, the "Security Agreement"); and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

The CIT Group/Business Credit, Inc.
300 South Grand Avenue
Third Floor
Los Angeles, California 90071
Attn: Regional Credit Manager
Telecopier No.: (213) 613-2501

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

A SPORT, INC.

By: Michael P. Gai
Name: Michael P. Gai
Title: President/CEO

State of ~~California~~ ^{WA})

County of King)

On 11/29/00, before me, Michael P. Sai,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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 signatures(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

Elan M. Salada
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
Thumbprint _____

Right

Of Signer

Individual
 Corporate Officer - Title(s): _____

Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Straight Line	United States	5/14/97	75,292,005
Neptune	United States	5/14/97	1,781,572
Neptune	United States	5/3/94	1,834,713
Cutting Edge	United States	5/26/92	1,689,151
Custom Wake Boards and Design	United States	1/11/94	1,816,014
Spoiler	United States	1/8/97	75,223,149
Vast Snowboards	United States	1/8/97	75,223,131
November	United States	12/31/96	2,027,217
Silence	United States	11/28/95	1,938,507
Silence	United States	11/5/96	2,013,250
Spoiler	United States	11/18/97	2,114,291
Straight Line	United States	10/13/98	2,195,099
Clubstuff	United States	11/16/99	2,293,306
Clubstuff	United States	8/15/00	2,378,073
Avalanche	Various European countries	-----	-----

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Silence	4/25/97	Hei7-34242

39386_1

1-B-1

RECORDED: 12/08/2000

TRADEMARK
REEL: 002191 FRAME: 0916