

TRADEMARK RECORDATION COVER SHEET

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1213 Jefferson Davis Highway, 3rd Floor
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01-23-2001



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Please record the attached original documents or copy thereof.

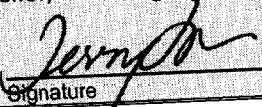
1-22-01

<p>1. Name of conveying party(ies): <u>Wham-O, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Congress Financial Corporation</u> Street Address: <u>251 South Lake Avenue,</u> <u>Suite 900</u> City <u>Pasadena</u> State <u>CA</u> Zip <u>91101</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 10, 2001</u></p>	

<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s): (Please see attached Exhibit A)</p> <p>01/22/2001 AAHND1 00000039 1168561 01 FC:481 40.00 OP 02 FC:482 2800.00 OP</p>	<p>B. Trademark Registration No(s): (Please see attached Exhibit A)</p> <p>1168561</p>
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<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Terry Luu</u> Street Address: <u>Kelley Drye & Warren LLP</u> <u>777 South Figueroa Street, Suite 2700</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017-5825</u></p>	<p>6. Total number of applications and registrations involved: <u>113</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$2080.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Terry Luu 
Name of Person Signing Signature

January 19, 2001
Date

EXHIBIT A

List of Trademarks

See attached

**Exhibit A to Collateral Assignment of Trademarks (Security Agreement)
 Trademark Registrations and Applications of Wham-O, Inc.
 January 9, 2001**

<u>Country/State</u>	<u>Mark</u>	<u>Reg./App. No.</u>	Kolisch Hartwell Docket Number <u>WMO-</u>
U.S.	110 G	Reg. No. 1,168,561	401
U.S.	133G	Reg. No. 1,204,646	403
U.S.	(Bodyboard configuration of black side rails)	Reg. No. 1,376,048	406
U.S.	150G	Reg. No. 1,175,354	411
U.S.	25G	Reg. No. 1,173,463	412
U.S.	88G	Reg. No. 1,196,929	413
U.S.	(Swim fin configuration of blue/yellow colors)	Reg. No. 1,831,441	415
U.S.	(Swim fin configuration of black/yellow colors)	Reg. No. 1,831,443	416
U.S.	(Water slide configuration of yellow color)	Reg. No. 1,432,069	417
U.S.	COASTER	Reg. No. 1,773,088	418
U.S.	FASTBACK FRISBEE	Reg. No. 970,089	424
U.S.	CHURCHILL & Design	Reg. No. 1,065,359	428
U.S.	BOOGIE	Ser. No. 76/127,235	431
U.S.	BOOGIE	Reg. No. 1,298,865	432
U.S.	BOOGIE	Reg. No. 1,691,694	433
U.S.	FRISBEE DOG	Ser. No. 75/052,722	435
U.S.	FRISBEE	Reg. No. 1,176,078	436
U.S.	FRISBEE	Reg. No. 1,162,806	437
U.S.	FRISBEE	Reg. No. 1,151,090	438
U.S.	FRISBEE	Reg. No. 1,161,068	439
U.S.	FRISBEE	Reg. No. 1,190,175	440
U.S.	FRISBEE	Reg. No. 679,186	441
U.S.	FRISBEE FESTIVAL	Reg. No. 1,538,499	445
U.S.	MACH 10	Reg. No. 1,362,173	447
U.S.	KRANSCO	Reg. No. 1,312,475	448
U.S.	M and Design	Reg. No. 1,878,743	449
U.S.	HULA-HOOP	Reg. No. 739,307	450
U.S.	JAMMER	Reg. No. 1,365,725	451

<u>Country/State</u>	<u>Mark</u>	<u>Reg./App. No.</u>	<u>Kolisch Hartwell Docket Number WMO-</u>
U.S.	HOT WIRE	Reg. No. 2,044,967	453
U.S.	HOG TAIL	Reg. No. 2,072,509	458
U.S.	HACKY SACK	Reg. No. 1,183,855	465
U.S.	FRISBEE VISION	Reg. No. 2,129,286	470
U.S.	FYBERCEL	Reg. No. 2,133,113	471
U.S.	GEMINI	Reg. No. 2,021,464	472
U.S.	FRISBEE GRIPPER	Reg. No. 2,141,264	474
U.S.	MACH 4	Reg. No. 1,713,869	475
U.S.	MACH 7-7	Reg. No. 1,367,861	476
U.S.	FRISBEE DOG	Ser. No. 75/485,169	487A
U.S.	MAGNA HDR	Reg. No. 1,341,075	488
U.S.	MAKAPUU	Reg. No. 1,638,508	489
U.S.	MALIBU	Reg. No. 1,807,703	490
U.S.	MALIBU	Ser. No. 75/185,975	490A
U.S.	MASTER	Reg. No. 1,147,277	492
U.S.	MAX GRIPPER	Reg. No. 2,100,009	493
U.S.	MASTER FRISBEE	Reg. No. 1,131,873	494
U.S.	MAX FLIGHT	Ser. No. 75/129,185	495
U.S.	ORIGINAL FRISBEE DISC	Reg. No. 2,331,233	4A1A
U.S.	MOREY BOOGIE	Reg. No. 1,301,776	4A4
U.S.	MY FIRST TEE-BALL	Reg. No. 2,014,179	4A5
U.S.	MY FIRST FRISBEE	Reg. No. 2,014,321	4A6
U.S.	MY FIRST HOCKEY	Reg. No. 2,012,259	4A7
U.S.	MY FIRST DRIVER	Reg. No. 1,832,330	4A8
U.S.	MOREY BOOGIE	Reg. No. 1,048,196	4B3
U.S.	MOREY BOOGIE	Reg. No. 1,454,674	4B4
U.S.	MOREY	Reg. No. 1,983,303	4B5
U.S.	MOREAY	Reg. No. 1,899,905	4B6
U.S.	MOREY	Reg. No. 1,376,102	4B8
U.S.	MOREY BOOGIE	Reg. No. 1,278,158	4B9
U.S.	RIPSTINGER	Reg. No. 2,010,947	4C3
U.S.	RONK	Reg. No. 2,016,550	4C4
U.S.	RIPPER	Reg. No. 1,461,083	4C6
U.S.	(Disc configuration of circular, concentric ridges)	Reg. No. 1,331,030	4C7
U.S.	PROFESSIONAL FRISBEE	Reg. No. 1,131,874	4C8
U.S.	RETRACTA FIN	Reg. No. 1,422,071	4D2
U.S.	PUT YOUR BODY	Reg. No. 1,296,458	4D3

<u>Country/State</u>	<u>Mark</u>	<u>Reg./App. No.</u>	<u>Kolisch Hartwell Docket Number WMO-</u>
	ON A BOOGIE		
U.S.	PRO/COMP	Reg. No. 1,634,234	4D5
U.S.	PRO	Reg. No. 2,148,412	4D6
U.S.	PRO VS	Reg. No. 2,082,339	4D7
U.S.	POWER-FLEX MESH	Reg. No. 1,706,954	4D8
U.S.	(Spiral design on hoop)	Reg. No. 1,366,825	4E1
U.S.	(Spiral design on hoop)	Reg. No. 1,302,237	4E2
U.S.	SLO-SAK	Reg. No. 2,046,608	4E3
U.S.	SOUND-SWING	Ser. No. 75/923,061	4E5A
U.S.	(Footbag configuration of sinuous seam)	Reg. No. 1,326,095	4E7
U.S.	SLIP 'N SLIDE	Reg. No. 761,883	4E9
U.S.	SHOOP SHOOP HULA-HOOP	Reg. No. 847,831	4F1
U.S.	(Disc packaging configuration of shadow box)	Reg. No. 1,620,647	4F3
U.S.	(Swim fin configuration of dolphin-tail shape)	Reg. No. 1,389,192	4F4
U.S.	TURBO SURF DESIGNS HAWAII	Reg. No. 1,436,535	4F7
U.S.	VACUUM TRACK	Reg. No. 1,434,092	4F8
U.S.	TRAC-BALL	Reg. No. 1,057,786	4G3
U.S.	TUBE-N-IT	Reg. No. 1,164,789	4G4
U.S.	TEXTURED AIR- SPEED	Reg. No. 1,699, 233	4G6
U.S.	SUPER MACH	Reg. No. 2,118,284	4G8
U.S.	SUPRA	Reg. No. 1,177,482	4H1
U.S.	STREETJAM	Reg. No. 1,867,719	4H3
U.S.	STYLER	Reg. No. 1,328,740	4H4
U.S.	SUPER PRO	Reg. No. 1,193,258	4H5
U.S.	SUPER BALL	Reg. No. 811,650	4H6
U.S.	STREET JAM	Reg. No. 2,259,709	4H9
U.S.	WHAM-O	Reg. No. 1,226,066	4J1
U.S.	WHAM-O	Reg. No. 1,355,871	4J2
U.S.	WORLD BODYBOARDING CHAMPIONSHIP	Reg. No. 2,113,090	4J4
U.S.	WAVE JAMMER	Reg. No. 1,967,093	4J5A
U.S.	WAVE CATCHING PERFORMANCE	Reg. No. 2,093,870	4K5

<u>Country/State</u>	<u>Mark</u>	<u>Reg./App. No.</u>	Kolisch Hartwell Docket Number WMO-
U.S.	VECTRA	Reg. No. 2,414,293	4P1
U.S.	CABO	Ser. No. 75/552,560	4P3A
U.S.	DRAGON	Ser. No. 75/737,219	4V3
U.S.	MOREY MEZ	Ser. No. 75/736,679	4V4
U.S.	WEDGE	Ser. No. 75/764,093	4V8
U.S.	AUSSIE SURFSLICK	Ser. No. 76/037,089	4V9
U.S.	SPLASH DUNK BASKETBALL	Reg. No. 1,871,442	4W1
U.S.	X-FLEX CORE	Reg. No. 1,844,538	4W2
U.S.	Z	Reg. No. 1,907,480	4W3
U.S.	WIKI-WIKI	Reg. No. 1,483,665	4W4
U.S.	WORLD CLASS	Reg. No. 1,652,509	4W6
U.S.	WORLD JR. FRISBEE FLYING DISC CONTEST	Reg. No. 1,160,354	4W7
U.S.	WHAM-O	Reg. No. 730,346	4W8
U.S.	WHAM-O (stylized)	Reg. No. 1,042,388	4W9
U.S.	WHIRL	Ser. No. 75/481,321	4X6A
U.S.	WHIRL & Design	Ser. No. 75/481,317	4X7A
U.S.	E-SHOOP	Ser. No. 76/092,893	4Z1
U.S.	SOCCER BILLIARDS	Ser. No. 76/174,115	4Z2

**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT)
dated January 10, 2001 between Wham-O, Inc., a Delaware corporation with offices at 182 2nd Street, San Francisco, California ("Pledgor"), and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation, with an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101 ("Pledgee").

WITNESSETH:

WHEREAS, Pledgee and Pledgor have entered into that certain Loan and Security Agreement dated the date hereof (together with all agreements entered into in connection therewith, the "Financing Agreements"), pursuant to which Pledgee has made and may in the future, in its discretion, make certain loans and advances and extend credit to Pledgor, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Pledgor owns all right, title, and interest in and to, among other things, all the United States trademarks and trademark registrations, and the trademark applications set forth on Exhibit A hereto (the "U.S. Trademarks"); and

WHEREAS, in order to secure Pledgor's Obligations (as defined in the Financing Agreements) to Pledgee, Pledgor has agreed to grant to Pledgee a security interest in the U.S. Trademarks, all other trademarks and tradenames of Pledgor and any registrations or applications pertaining thereto (together with the U.S. Trademarks, collectively the "Trademarks") and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee has requested Pledgor to enter into this Security Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgor's Obligations, and to induce Pledgee to make loans and advances to Pledgor, Pledgor hereby grants to Pledgee a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is the owner of the Collateral, and, except as disclosed on Schedule 2(a) hereto as the same may be amended or supplemented from time to time by written notice from Pledgor to Pledgee, no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee's interests granted hereunder; and

(c) when this Security Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Security Agreement and by the Financing Agreements, this Security Agreement will create a legal and valid perfected and continuing lien on and security interest in the U.S. Trademarks in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided, however, Pledgor will not be required to maintain any Collateral which no longer has any economic value; and provided further, that when there is no Event of Default (as defined in the Credit Agreement) outstanding, Pledgor will not be required to maintain any Collateral which Pledgor concludes, in the good faith exercise of its business judgment, is not justified on a cost-benefit basis. Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Security Agreement. Pledgee shall have the right to enter upon Pledgor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark has material economic value after taking into account the costs of maintaining and preserving the same, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee reasonably prompt notice thereof in writing.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Security Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Security Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Security Agreement by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Security Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. Future Acts. Until the Obligations shall have been paid in full, Pledgor shall, when Pledgor has determined it is appropriate to do so after consulting with Pledgor's trademark counsel, make applications on material unregistered but registrable as trademarks in one or more appropriate locations where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral; provided that Pledgor shall not be obligated to apply for, renew or maintain any registration or to further proceed with or prosecute any pending application if Pledgor determines, in the exercise of its good faith business judgment, that it is not justified on a cost-benefit basis to do so. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that Pledgor has determined, in the exercise of its good faith business judgment, that further pursuit of the trademark covered by such application or registration is not justified on a cost-benefit basis.

11. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

13. Severability. If any clause or provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Security Agreement shall be given in the manner prescribed by the Financing Agreements.

15. Governing Law. This Security Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of California, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the State and federal courts located in the County of Los Angeles, State of California. PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS SECURITY AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

16. Supplement. This Security Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the date first above written.

PLEDGOR

Wham-O, Inc.,
a Delaware corporation

By: 
Name: John J. Archer
Title: Chief Financial Officer

PLEDGEE

CONGRESS FINANCIAL CORPORATION
(WESTERN),
a California corporation

By:  _____

Name: William A. Pope

Title: Vice President

Schedule 2(a)

See Schedule 8.12 of the Loan and Security Agreement, which is incorporated by reference herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF San Francisco)

) ss.
)

On January 11, 2001, before me, Elaine Saltzberg
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John J. Archer
Name 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~~ 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.

Elaine Saltzberg
Signature of Notary Public

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(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

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

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

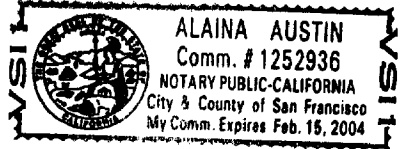
COUNTY OF San Francisco)

) ss.
)

On January 11, 2001, before me, Alaina Austin
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared William A. Pope
Name 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 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.

[Signature]
Signature of Notary Public

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(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
- _____ Title(s)
- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks
_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

Signer is Representing:
Name of Person(s) or Entity(ies)

