

06-19-2001

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

101721519

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

4/11/00

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

Conveying Party

☒ Mark if additional names of conveying parties attachedExecution Date
Month Day YearName Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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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: 002272 FRAME: 0647

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)

75633989	75479684	
75565965	75118712	
75586995	75118711	

1870624	1893196	1674658
1937077	1818502	1671842
2162759	2229463	1158597

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.

Christine E Wilson

D. Elaine Howard

Name of Person Signing

Christine E Wilson
D. Elaine Howard

Signature

April 7, 2000

Date Signed

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of March 30, 2000, is made by TRACK 'N TRAIL, a California corporation ("TNT"), OVERLAND MANAGEMENT CORPORATION, a Massachusetts corporation ("OMC"), TRACK 'N TRAIL, a Delaware corporation ("Holdings"), and NEVIN'S EAGLES NEST, INC., a Colorado corporation ("NEN"); (TNT, OMC, Holdings, and NEN being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors, Lenders and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Agent and Lenders to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority Lien upon all of such

Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto, and all reissues, continuations or extensions thereof;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto, and all reissues, continuations or extensions thereof;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark, or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

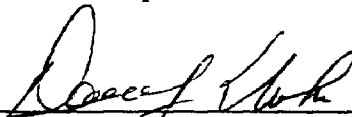
3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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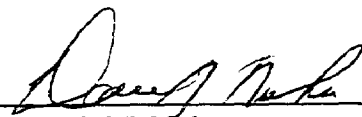
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

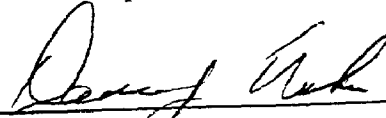
TRACK 'N TRAIL,
a California corporation

By: 
Daniel J. Nahmens
Chief Financial Officer

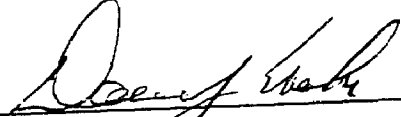
OVERLAND MANAGEMENT
CORPORATION,
a Massachusetts corporation

By: 
Daniel J. Nahmens
Chief Financial Officer

TRACK 'N TRAIL,
a Delaware corporation

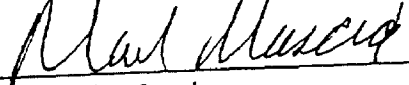
By: 
Daniel J. Nahmens
Chief Financial Officer

NEVIN'S EAGLES NEST, INC.,
a Colorado corporation

By: 
Daniel J. Nahmens
Chief Financial Officer

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Mark Mascia
Duly Authorized Signatory

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

A. Track 'N Trail, a California corporation

NONE AS OF THE CLOSING DATE

B. Overland Management Corporation, a Massachusetts corporation

NONE AS OF THE CLOSING DATE

C. Track 'N Trail, a Delaware corporation

NONE AS OF THE CLOSING DATE

D. Nevin's Eagles Nest, Inc., a Colorado corporation

NONE AS OF THE CLOSING DATE

(PART B)

TRADEMARKS

A. Track 'N Trail, a California corporation

1. Federal Trademarks

Description	Application No.	Registration No.	Application or Registration Date
#1 Rush Street	75/633989		02/05/99
Coloma Trail		1870624	12/27/94
Eagles Nest	75/565965		10/07/98
Forza		1937077	11/21/95
Mole		2162759	06/02/98
New Terrain		1893196	05/09/95
Nordic Trail		1818502	01/25/94
Quo Vadis		2229463	03/02/99
Track 'n Trail Adventure Footwear Company	75/586995		11/12/98
Track 'n Trail Adventure Footwear Company		1674658	02/04/92
Track 'n Trail		1671842	01/14/92
Track 'n Trail		1158597	06/23/91
Track 'n Trail X	75/479684		05/05/98
Trail Quest		1888570	04/11/95

2. State Trademarks

Description	Jurisdiction	Application No.	Registration No.	Application or Registration Date
Track 'n Trail Adventure Footwear Company	Illinois		64064	03/07/89
Track 'n Trail Adventure Footwear Company	Indiana		5009-9324	03/22/89
Track 'n Trail Adventure Footwear Company	Maryland		1999/0063	04/19/89
Track 'n Trail Adventure Footwear Company	Nevada		22439	03/07/89
Track 'n Trail Adventure Footwear Company	Virginia		890407	04/07/89
Track 'n Trail Adventure Footwear Company	Wisconsin		890405	04/05/89

3. Foreign Trademarks

NONE AS OF THE CLOSING DATE

B. Overland Management Corporation, a Massachusetts corporation

1. Federal Trademarks

Description	Application No.	Registration No.	Application or Registration Date
Overland		2101098	09/30/97
Overland	75/118712		06/03/96
Overland		1236791	05/03/83
Overland Trading Co.		1250060	08/30/83
Overland Trading Company		2101097	09/30/97
Overland Trading Company	75/118711		06/03/96

2. State Trademarks

NONE AS OF THE CLOSING DATE

3. Foreign Trademarks

Description	Jurisdiction	Registration No.	Application or Registration Date
Overland Trading Co.	Canada	294069	08/17/84

C. Track 'N Trail, a Delaware corporation

NONE

D. Nevin's Eagles Nest, Inc., a Colorado corporation

NONE

(PART C)

COPYRIGHTS

A. Track 'N Trail, a California corporation

NONE AS OF THE CLOSING DATE

B. Overland Management Corporation, a Massachusetts corporation

NONE AS OF THE CLOSING DATE

C. Track 'N Trail, a Delaware corporation

NONE AS OF THE CLOSING DATE

D. Nevin's Eagles Nest, Inc., a Colorado corporation

NONE AS OF THE CLOSING DATE