

10-10-2001



101869618

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

10-4-01

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 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

10/04/2001 DBYRNE 00000171 75562413

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 950.00 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

TRADEMARK  
REEL: 002379 FRAME: 0763

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

[Empty box for Name]

Address (line 1)

[Empty box for Address (line 1)]

Address (line 2)

[Empty box for Address (line 2)]

Address (line 3)

[Empty box for Address (line 3)]

Address (line 4)

[Empty box for Address (line 4)]

**Correspondent Name and Address**

Area Code and Telephone Number

415 477 5252

Name

WELLS FARGO BANK, NATIONAL ASSOCIATION

Address (line 1)

ATTN: LOAN DOCUMENTATION - D. MEHTA

Address (line 2)

201 THIRD STREET, 8TH FLOOR

Address (line 3)

SAN FRANCISCO, CA 94103

Address (line 4)

[Empty box for Address (line 4)]

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

10

**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)**

75562413 75729980 74286612

2250236 2237531 1835369

75600362 75600363 75600357

1821199 1817870 2092222

75467651 75600351 75600354

1821203 1824344 1821201

**Number of Properties**

Enter the total number of properties involved.

#

39

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

490.00

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:

#

Yes

No

Authorization to charge additional fees:

**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.

RAJENDRA SEWAK

Name of Person Signing

Signature

10/2/2001

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

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

74 467666	75 467 660	75 600 355
74 600 361	75 600 350	75 562 414
75 600 360	75 600 354	75 600 358
75 467 659		

1821202	1917825	1956841
1904348	2092220	1463401
1819853	2009783	2062459
1950278		

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 13, 2000, by and between MARIN MOUNTAIN BIKES, INC. ("Debtor"), and WELLS FARGO HSBC TRADE BANK, NATIONAL ASSOCIATION ("Bank").

### RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including without limitation, that certain Continuing Security Agreement: Rights to Payment and Inventory dated as of September 16, 1999, covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, to Bank a security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest and the goodwill in Debtor's business and products associated with such trademarks, service marks, trade names, proprietary labels and logos; and

(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and the Debtor's goodwill in its

business associated with the same, and (ii) all registrations, renewals and/or extensions of any of the Property.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including but not limited to that certain Credit Agreement between Debtor and Bank dated as of June 21, 2000, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement"). Upon payment and performance in full of all of the obligations secured hereby, Bank, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Bank deems necessary or appropriate to perfect Bank's security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest. Notwithstanding the foregoing, this paragraph shall not apply to any application filed under Trademark Act Section 1(b) (15 U.S.C.1051(b)) until an allegation of use is filed.

4. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement and the Loan Agreement), Debtor shall retain the right to use the Property in the ordinary course of Debtor's business. Debtor agrees neither to sell or assign its interest in, nor grant any license under, the Property, without the prior written consent of Bank; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be

subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank reasonably may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the registration, renewal or extension of any trademark or other Property in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs

and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

8. Appointment. Bank shall have the right to, in the name of Debtor, or in the name of Bank or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Bank (and any of Bank's officers or employees or agents designated by Bank) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Bank deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Bank's security interest in, the Property, (ii) execute any and all other documents and instruments, and perform any and all acts and things for and on behalf of Debtor, which Bank may deem necessary or advisable to maintain, preserve, or protect the Property and to accomplish the purposes of this Agreement, including without limitation (A) to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Bank to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of any of the Property; provided, however, that in no event shall Bank have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without Debtor's written consent. The foregoing shall in no way limit Bank's rights and remedies upon or after the occurrence of an Event of Default. This power of attorney, being coupled with an interest, is irrevocable until termination of the Agreement.

9. License. For the purpose of enabling Bank to exercise its rights and remedies hereunder or otherwise in connection with this Agreement, Debtor hereby grants to Bank an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Debtor) to use, license or sublicense any Property.

10. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a

secured party under law and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor or to such other party who may be entitled to such remaining proceeds. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

11. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

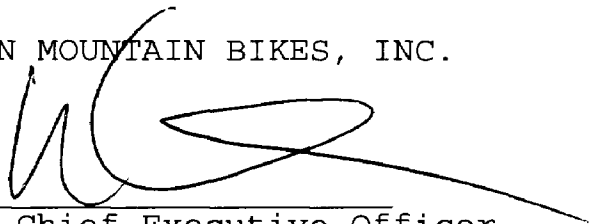
12. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Bank's prior written consent.

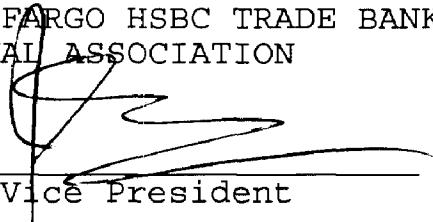


13. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

14. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the date first written above.

MARIN MOUNTAIN BIKES, INC.  
  
By: \_\_\_\_\_  
Its: Chief Executive Officer

WELLS FARGO HSBC TRADE BANK,  
NATIONAL ASSOCIATION  
  
By: \_\_\_\_\_  
Its: Vice President

ATTACH NOTARY ACKNOWLEDGMENTS

**See Attached  
California  
All-Purpose Acknowledgment**

**ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of MARIN

} ss.

On 3/20/2001 before me, G. A. MAROOFI

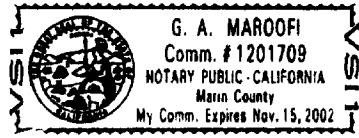
(DATE)

(NOTARY)

personally appeared ROBERT FRANCIS BUCKLEY

(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.

G. A. Maroofi  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

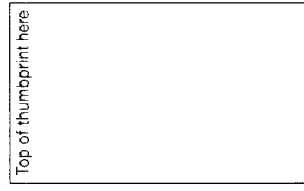
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT  
OF  
SIGNER



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } ss.

On 4/18/01, before me, Evelyn Howard, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Rajendra Sewak  
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Evelyn Howard  
Signature of Notary Public

## 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: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

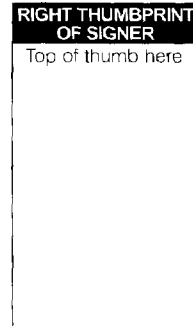


EXHIBIT A TO TRADEMARK SECURITY AGREEMENT  
 entered into as of December 13, 2000, by and between  
 MARIN MOUNTAIN BIKES, INC. and  
 WELLS FARGO HSBC TRADE BANK, NATIONAL ASSOCIATION

MARIN MOUNTAIN BIKES TRADEMARK REPORT  
 AS OF SEPTEMBER 27, 1999

PAT/TM	TITLE	Class/Ref	COUNTRY	FILED	Serial #	PAT/TM	ISSUED
TM	SVH	CLASS 12	USA	10/01/98	75/562,413		
TM	ACTIVE TRACTION CONTROL	CLASS 12	USA	06/16/99	75/729,988		
TM	ALPINE TRAIL	CLASS 12	USA	05/05/97	75/288,812		
TM	B17	CLASS 12	USA	05/05/97	75/288,813	2,250,238	06/01/98
TM	BEAR VALLEY	CLASS 12	USA	05/17/93	74/390,767	1,821,198	02/15/94
TM	BOBCAT TRAIL	CLASS 12	USA	05/17/93	74/390,768	1,821,203	02/15/94
TM	BOLINAS RIDGE	CLASS 12	USA	12/07/98	75/800,362		
TM	EARTHQUAKE	ABANDONED	USA	04/28/84	74/518,486		
TM	EAST PEAK	CLASS 12	USA	05/05/97	75/288,470	2,237,531	04/08/98
TM	ELDRIDGE GRADE	CLASS 12	USA	05/17/93	74/390,759	1,817,870	01/25/94
TM	F.R.S.	CLASS 12	USA	05/27/93	74/395,488	1,824,344	03/01/94
TM	HAWK HILL	CLASS 12	USA	12/07/98	75/800,363		
TM	HIDDEN CANYON	CLASS 12	USA	12/07/98	75/800,357		
TM	INDIAN FIRE TRAIL	CLASS 12	USA	05/17/93	74/390,764	1,835,388	05/10/94
TM	JUNIPER TRAIL	CLASS 12	USA	04/14/98	75/467,661		
TM	KENTFIELD	CLASS 12	USA	12/07/98	75/800,351		
TM	LARKSPUR	CLASS 12	USA	12/07/98	75/800,354		
TM	MARIN	CLASS 12	USA	11/24/88	692,174	1,494,118	08/28/89
TM	MOUNT VISION	CLASS 12	USA	04/15/98	75/088,280	2,092,222	08/28/97
TM	MURWOODS	CLASS 12	USA	05/17/93	74/390,758	1,821,200	02/15/94
TM	NAIL TRAIL	CLASS 12	USA	05/17/93	74/390,760	1,821,201	02/15/94
TM	OVATION	CLASS 12	USA	04/14/98	75/467,665		
TM	PALISADES TRAIL	ABANDONED	USA	05/17/93	74/390,762		
TM	PINE MOUNTAIN	CLASS 12	USA	05/17/93	74/390,761	1,821,202	02/15/94
TM	POINT REYES	CLASS 12	USA	06/20/94	74/540,247	1,917,825	09/12/95

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 entered into as of December 13, 2000, by and between  
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MARIN MOUNTAIN BIKES TRADEMARK REPORT  
 AS OF SEPTEMBER 27, 1999

PAT/TM	TITLE	Class/Ref	COUNTRY	FILED	Serial #	PAT&TM	ISSUED
TM	CLAKE	CLASS 12	USA	04/29/94	74/518,483	1,955,841	02/13/95
TM	REDWOOD	CLASS 12	USA	06/20/94	74/540,248	1,904,348	07/11/95
TM	RIFT ZONE	CLASS 12	USA	04/15/98	75/088,038	2,082,220	05/26/97
TM	ROCK SPRINGS	CLASS 12	USA	04/14/98	75/467,660		
TM	ROCKSTAR	CLASS 12	USA	11/14/86	690,346	1,463,401	11/09/87
TM	ROCKY RIDGE	CLASS 12	USA	06/17/93	74/390,766	1,819,858	02/08/94
TM	SAN ANSELMO	CLASS 12	USA	12/07/98	75/600,355		
TM	SAN MARINO	CLASS 12	USA	12/07/98	75/600,361		
TM	SAN RAFAEL	CLASS 12	USA	06/18/94	74/538,222	2,099,799	09/29/97
TM	SAUSALITO	CLASS 12	USA	06/16/94	74/538,223	2,082,459	05/20/97
TM	SHORELINE TRAIL	CLASS 12	USA	12/07/98	75/600,350		
TM	STINSON	CLASS 12	USA	08/15/94	74/538,224	1,950,278	01/23/95
TM	TORQUETUBE	CLASS 12	USA	10/01/98	75/562,414		
TM	TRAIL ADDICT	ABANDONED	USA	08/29/96	75/157,665		
TM	TREVISO	CLASS 12	USA	12/07/98	75/600,380		
TM	VERONA	CLASS 12	USA	12/07/98	75/600,369		
TM	VICENZA	CLASS 12	USA	12/07/98	75/600,358		
TM	WOLF RIDGE	CLASS 12	USA	04/14/98	75/467,659		

G:\AU6702\COMM\YEE\MARINMT.WPD

RECORDED: 10/04/2001

TRADEMARK  
 REEL: 002379 FRAME: 0775