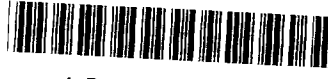


02-14-2002



101982015

1594

RE

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bike Athletic Company

J. 8. 02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Security Agreement
- Merger
- Change of Name

Execution Date: February 4, 2002

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Rhode Island
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven L. Schaaf, Paralegal

Internal Address: Parker, Hudson, Rainer & Dobbs LLP

Street Address: 1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Steven L. Schaaf

Name of Person Signing

Steven L. Schaaf
Signature

2/7/02

Date

7

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/13/2002 TD1A21 00000196 2124612

01 FC:481
02 FC:482

40.00 OP
125.00 OP

TRADEMARK
REEL: 002443 FRAME: 0314

EXHIBIT A
to Trademark Recordation Form Cover Sheet

Trademarks of Bike Athletic Company

Continuation of Item 4:

Trademark Registration Numbers

2,124,612

2,303,776

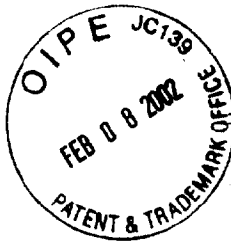
2,195,361

2,437,199

2,501,109

2,438,594

{178958.1} 000052-00285



BIKE

BIKE ATHLETIC COMPANY

P.O. Box 15005

Knoxville, TN 37910

865-546-4703 fax 865-549-7988

February 4, 2002

Fleet Capital Corporation
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Re: Amended and Restated Trademark and Trade Name Security Agreement between Bike Athletic Company ("Debtor") and Fleet Capital Corporation ("Secured Party"), dated January 14, 2002 (the "Trademark Security Agreement")

Ladies and Gentlemen:

Reference is made to the Trademark Security Agreement. All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Amended and Restated Loan and Security Agreement dated June 30, 1998 among Secured Party, Debtor, S/R Industries, Inc. and Infinity Sports, Inc., as amended.

Debtor acknowledges that it has obtained rights to the trademarks listed on the attached Exhibit A-1. Secured Party and Debtor agree to amend the Trademark Security Agreement to include the trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks thereon those trademarks listed on Exhibit A-1 attached hereto. Secured Party is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the United States Patent and Trademark Office at Debtor's expense.

To secure the prompt payment and performance to Secured Party of all of the Secured Obligations, Debtor hereby grants, transfers, assigns and conveys to Secured Party a continuing security interest in and lien upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

- (1) all of the trademarks, service marks and trade names listed on Exhibit A-1 attached hereto, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (2) licenses of the foregoing, whether as licensee or licensor,
- (3) renewals thereof,

TRADEMARK
REEL: 002443 FRAME: 0316

(4) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(5) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing,

(6) all other trademarks, trade names, registration and applications for registration for any thereof of Debtor and any other rights corresponding thereto throughout the world, and

(7) all proceeds of and accessions to any of the foregoing.

Debtor hereby covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the Additional Trademark Collateral, subject to limitations imposed by law, and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Debtor's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Secured Party;

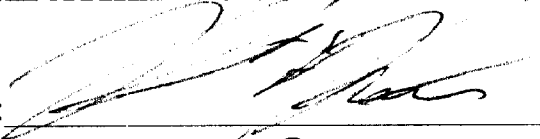
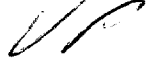
Debtor agrees to take such further actions as Secured Party shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein.

This letter agreement shall be effective upon execution by Debtor and acceptance by Secured Party in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Secured Party, please evidence its agreement by executing the enclosed copy of this letter.

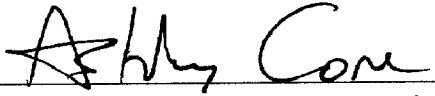
Very truly yours,

BIKE ATHLETIC COMPANY

By: 
Title: 

Accepted and agreed to this
6th day of February, 2002:

FLEET CAPITAL CORPORATION, as Secured Party

By: 
Title: Vice President

STATE OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Robert H. Ruxin with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of Bike Athletic Company, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Concord, Massachusetts this 4th day of February, 2002.

Ludmilla M. Gaston
Notary Public

My Comm. expires April 11, 2008

STATE OF Georgia)

COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Ashley Cone with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be V.P. of Fleet Capital Corporation, the within named bargainor, a corporation, and that he as such V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as V.P.

Witness my hand and seal at office in Atlanta, GA, this 6th day of February, 2002.

Kristen S. Papayewge
Notary Public

My Comm. expires July 15, 2002

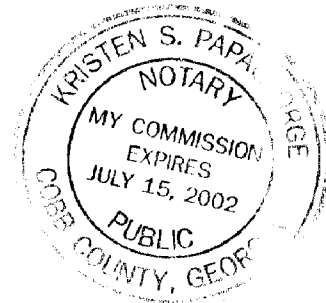


EXHIBIT A-1

Bike Athletic Company Marks

<u>Registration Number</u>	<u>Classes</u>	<u>Description of Mark</u>	<u>Registration Date</u>
2,124,612	25 & 28	BIKE Compression	December 30, 1997
2,303,776	25	BIKE and design (arrow)	December 28, 1999
2,195,361	25	Compression Performance Short	October 13, 1998
2,437,199	9	Grid-Star	March 20, 2001
2,501,109	9, 25 & 28	Pro Edition	October 23, 2001
2,438,594	9	Red-Dog	March 27, 2001