

02-20-2002

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Form PTO-1594

RECORD

(Rev 6-93)

2.13.02 TRA

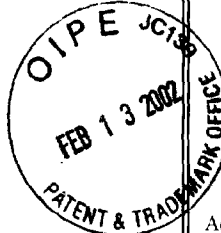


U.S. Department of Commerce

Patent and Trademark Office

101986651

To the Honorable Commissioner of Patents and Trademarks, I enclose the attached original documents or copy thereof.



1. Name of conveying party(ies):

SPALDING HOLDINGS CORPORATION

- Individual(s)
- General Partnership
- *Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Merger
- * Security Agreement
- Change of Name
- Other

Execution Date: September 21, 2001

2. Name and address of receiving party(ies):

Name: BANK OF AMERICA NATIONAL ASSOCIATION,
as administrative agent

Internal Address: _____

Street Address: 1455 Market Street, 12th Floor

City: San Francisco State: CA ZIP: 94103
Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

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 trademark number(s): SEE SCHEDULE I

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE I

76092209

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 18

7. Total fee (37 CFR 3.41): \$ 465.00

* Enclosed (Check No. 1298)

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.

Robert E. Rude II
Name of Person Signing

RSK II
Signature

February 13, 2002
Date

Total number of pages comprising cover sheet and document attachments: 8

02/19/2002 LMUELLER 00000164 76092209

01 FC:481
02 FC:482

40.00 OP
425.00 OP

TRADEMARK
REEL: 002445 FRAME: 0905

Schedule I

TRADEMARK APPLICATIONS

Curr App No	Cur App	DtMark Name
76/092209	20JL2000	Infusion
76/092208	20JL2000	24/7
76/095364	25JL2000	Professional Accuracy
78/018086	24JL2000	Titanium Power
78/018564	27JL2000	Tour Ultimate
78/023495	29AU2000	Comfort 2000
78/024381	05SE2000	Professional Balata
78/026867	20SE2000	Pure Distance
78/027506	25SE2000	Liberator
76/169548	20NO2000	Spalding (cursive w/pink lining)
78/033328	15NO2000	The Toughest Football Ever
78/036553	27NO2000	Etonic Lites
78/038039	06DE2000	Explosive Distance. Exceptional Forgiveness
78/040417	22DE2000	Concentrated Core Technology

TRADEMARK REGISTRATIONS

Curr Reg No	Cur Reg	DMark Name
2373742	01AU2000	Titanium Extreme
2378558	22AU2000	Design of A Diamond
2379441	22AU2000	Strata
2364705	04JL2000	XL 2000



[EXECUTION COPY]

SUPPLEMENT TO SECURITY AGREEMENT

SUPPLEMENT TO SECURITY AGREEMENT (this "Supplement"), dated as of September 21, 2001, among the undersigned Subsidiary (a "Subsidiary Grantor" and a "Grantor") of Spalding Holdings Corporation (formerly, Evenflo & Spalding Holdings Corporation), a Delaware corporation (the "Borrower") and Bank of America National Association (formerly known as Bank of America National Trust & Savings Association) ("BofA"), as administrative agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") from time to time parties to the Credit Agreement dated as of September 30, 1996 (as amended by the First Amendment to Credit Agreement, dated as of December 11, 1996, Credit Agreement Amendment No. 2, dated as of March 31, 1998, Credit Agreement Amendment No. 3 dated as of July 30, 1998, and as the same may be otherwise amended, amended and restated, supplemented or modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, BofA, as swing line lender, as fronting lender and as Administrative Agent, Merrill Lynch Capital Corporation, as documentation agent for the Lenders, NationsBank, N.A. South, as syndication agent for the Lenders and the several financial institutions specifically identified as Co-Agents on the signature pages thereof.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, (a) the Lenders severally agreed to make Credit Extensions to the Borrower upon the terms and subject to the conditions set forth therein and (b) one or more Lenders (including those of its Affiliates that have appointed the Administrative Agent to act on such Affiliate's behalf thereunder on terms substantially similar to those set forth in Article X of the Credit Agreement, including the provisions relating to exculpation and indemnification therein) agreed that from time to time they may enter into Swap Contracts with the Borrower;

WHEREAS, as a condition precedent to (a) the obligation of the Lenders to continue to make their respective Credit Extensions to the Borrower under the Credit Agreement, and (b) the effectiveness of the agreements set forth in Amendment No. 2 to the Credit Agreement, the Borrower and the Subsidiary Grantors executed and delivered a Security Agreement dated March 31, 1998 (the "Security Agreement") to the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the parties agreed to take actions and make filings and, in furtherance of the foregoing, the parties have agreed to supplement the Security Agreement as further set forth herein;

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, that the Security Agreement shall be supplemented as follows:

1. **GRANT OF SECURITY INTEREST**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property, whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or anywhere in the world or hereafter adopted or acquired in the United States or anywhere in the world, and all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or with a comparable office anywhere else in the world and including all Trademarks referred to on Schedule I hereto and all renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), and all renewals thereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral (as defined herein) described in clause (a) and, to the extent applicable, clause (b);

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world (all of the foregoing items in this clause (e), collectively with all the items in clauses (a) through (d), being called the "Trademark Collateral");

(f) all letters patent and applications for letters patent throughout the world,

including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule II attached hereto;

(g) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (f);

(h) all patent licenses and other agreements providing the Grantor with the right to use any of the items of the type referred to in clauses (f) and (g);

(i) the right to sue third parties for past, present or future infringements of any Patent Collateral (as defined herein) described in clauses (f) and (g) and, to the extent applicable, clause (h); and

(j) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Schedule II attached hereto, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world (all of the foregoing items in this clause (j), collectively with all the items in clauses (f) through (i), being called the "Patent Collateral").

2. **SECURITY AGREEMENT.** This Supplement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral and in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, as relevant. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. **REPRESENTATIONS.** The undersigned hereby represents and warrants as follows:

(a) Spalding Sports Worldwide, Inc. (formerly known as Spalding & Evenflo Companies, Inc., and successor by merger to Lisco, Inc.) is the owner of (i) each item of Trademark Collateral listed in Schedule I hereto and (ii) each item of Patent Collateral listed in Schedule II hereto.

(b) This Supplement has been duly authorized, executed and delivered by the undersigned and constitutes a legal, valid and binding obligation of the undersigned, enforceable against it in accordance with its terms.

4. MISCELLANEOUS.

(a) Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Full Force and Effect; Limited Supplement. Except as expressly supplemented hereby, the Security Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(c) Loan Document, etc. This Supplement constitutes a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

(d) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(e) Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

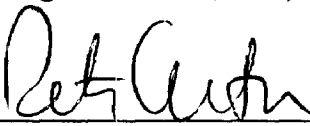
(f) Severability. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired.

(g) Fees. Without limiting the provisions of the Credit Agreement (or any other Loan Document, including the Security Agreement), the undersigned agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Administrative Agent.

(h) Governing Law. **THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

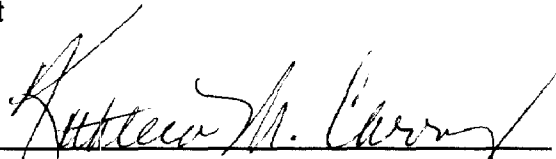
**SPALDING SPORTS WORLDWIDE,
INC. (formerly known as Spalding &
Evenflo Companies, Inc. and successor
by merger to Lisco, Inc.)**

By: 

Name: Peter A. Arturi

Title: VP, Secretary & General Counsel

**BANK OF AMERICA NATIONAL
ASSOCIATION (formerly known as
Bank of America National Trust &
Savings Association), as Administrative
Agent**

By: 

Name: Kathleen M. Carry
Title: Vice President