05-16-2002



Form PTO-1594

(Rev. 03/01)

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

RECOF

102092536

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings	▼ ▼ ▼ ▼
To the Honorable Commissioner of Patents and Trademarks: I	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
Penn Fishing Tackle Mfg. Co.	Name: PNC Bank, National Association
	Internal Address: PNC Bank Center - 31st F1.
Individual(s) Association	
General Partnership 🔲 Limited Partnership	Street Address: 1600 Market St.
Corporation-State PA	City: Phila. State: PA Zip: 19103
Other	Individual(s) citizenship
Additional course(a) of course, the months (i.e.) attached 2 Th Vac White	Association
Additional name(s) of conveying party(ies) attached? 🖳 Yes 🎇 No	General Partnership 50
3. Nature of conveyance:	Limited Partnership
Assignment Merger	Corporation-State
Security Agreement	Other National Banking Association
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Execution Date: <u>5/9/02</u>	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached?
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2,335,854; 753,261; 753,262
Additional number(s) at	l cached K⊈ Yes ⊑ No
Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved:54
Name: <u>Carol A. Rader, Paralegal</u>	
Internal Address: Wolf, Block, Schorr and	7. Total fee (37 CFR 3.41)\$_1,365.00
Solis-Cohen, LLP 24th Floor	Enclosed
24th F1001	Authorized to be charged to deposit account
	racon
Our MAddings 1650 Arch Street	8. Deposit account number:
Street Address: 1650 Arch Street	27 - 57 47
	$\frac{2}{2}$
City: Phila State: PA Zip: 19103	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE	
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing inform copy of the original document.	nation is true and correct and any attached copy is a true
Rhaga	Ana M
Rebecca Green Name of Person Signing Significant Sig	
3 3	er sheet, attachments, and document:

05/17/2002 6TON11

00000029 2335854

01 FC:481 02 FC:482

40.00 OP 1325.00 OP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

Continuation of Item 4 for Trademark Cover Sheet

Penn Fishing Tackle Mfg. Co.

Trademark	Ser. No./Reg. No.	Filing Date/Reg. Date
Bio Drive	2545265	March 5, 2002
Jigmaster	1719537	September 22, 1992
Kingmaster	2057436	April 29, 1997
Live Liner	2554123	March 26, 2002
Long Beach	1685443	May 5, 1992
Mag Power	1294622	September 11, 1984
Mag Tuned	1284480	July 3, 1984
Penn Baymaster	1686554	May 12, 1992
Penn Gold Medal	1810113	December 7, 1993
Penn Power Stick	1404194	August 5, 1986
Penn Reels	1274429	April 17, 1984
Penn Reels and Design	2332753	March 21, 2000
Penn Reels and Design	2332752	March 21, 2000
Penn Reels and Design	2332748	March 21, 2000
Penn Spinfisher	1838443	May 31, 1994
Penn Stand Up System	1829499	April 5, 1994
Power Graph	2380170	August 29, 2000
Prion	2312545	January 25, 2000
Quick Mount Jr.	1248470	August 16, 1983
Senator	1716016	September 15, 1992
Silver Medal	2157584	May 12, 1998
Slick Butt	1564737	November 7, 1989
Speed Shifter	1960767	March 5, 1996
Stand Up Slammer	1467530	December 1, 1987
The Penn Slammer	1403258	July 29, 1986
Tuna Stick	1911544	August 15, 1995
Tuna Stick	1480285	March 8, 1988
Delmar	753263	July 23, 1963
Fathom Master	1050763	October 19, 1976
Fathomtrol	1044314	July 20, 1976
International	1675235	February 11, 1992
International	1016079	July 15, 1975
Leveline	756775	September 17, 1963
Levelmatic	940452	August 8, 1972
Long Beach	753264	July 23, 1963
Mariner	753265	July 23, 1963
Monofil	628189	June 5, 1956
Peer	765817	March 3, 1964
Peerless	765818	March 3, 1964
Penn	1009216	April 22, 1975

DSB:838274.2/PNC008-158603

Trademark	Ser. No./Reg. No.	Filing Date/Reg. Date
Penn	1009548	April 29, 1975
Penn	674119	February 17, 1959
Sailfisher	753266	July 23, 1963
Sea Boy	753267	July 23, 1963
Senator	753268	July 23, 1963
Silver Beach	753269	July 23, 1963
Spinfisher	720287	August 22, 1961
Squidder	753270	July 23, 1963
Surfmaster	753271	July 23, 1963
Sabre	968071	September 11, 1973
Stroker	968072	September 11, 1973

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Security Agreement") is made effective as of the 9th day of May, 2002 among PENN FISHING TACKLE MFG. CO. ("Penn Fishing") and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "Agent").

BACKGROUND

- A. Pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated of even date herewith among Borrower, Rodco, Inc., (collectively, the "Borrower") Agent and the Lenders, as such term is defined in the Loan Agreement (such Revolving Credit and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), the Agent agreed to extend to Borrower the credit facilities described therein.
- B. The Loan Agreement provides, <u>inter alia</u>, that Penn Fishing will grant to Agent a security interest in Penn Fishing's patents, patent rights, patent applications, service marks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Penn Fishing agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.
- Obligations, Penn Fishing hereby collaterally assigns, mortgages, pledges and grants to Agent for its benefit and the ratable benefit of each Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Penn Fishing's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, the "Collateral"):
- (a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

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programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Borrower, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes. memoranda, status evaluations, marketing information and write-ups), and all improvements. modifications, enhancements, new releases and revisions thereof, whether in machine-readable form. programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights. copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights");

- (c) license agreements with any other party, whether Penn Fishing is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and
- (d) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").
- 3. Restrictions on Future Agreements. Penn Fishing agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Penn Fishing will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Penn Fishing's obligations under this Security Agreement or which is prohibited under the terms of the Loan Agreement, and Penn Fishing further agrees that it will not take any action, or permit any action to be taken by others, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent under this Security Agreement.
- 4. <u>New Patents, Trademarks, Copyrights and Licenses</u>. Penn Fishing represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on <u>Exhibits "A", "B", "C"</u>

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- and "D", respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Penn Fishing. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Penn Fishing shall (i) obtain rights to any new patents, patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Penn Fishing shall give to Agent prompt written notice thereof. Penn Fishing hereby authorizes Agent to modify this Security Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trademares, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 2 above or under this Section 4. Penn Fishing hereby agrees to provide to Agent such other assignment or other documentation as Agent may reasonably request to record Agent's lien on such future Patents, Trademarks, Copyrights or Licenses.
- 5. <u>Royalties; Term.</u> Penn Fishing hereby agrees that, upon the occurrence and during the continuation of an Event of Default under the Loan Agreement, the use by Agent of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Agent to Penn Fishing. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.
- 6. <u>Reassignment</u>. This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Agent shall execute and deliver to Penn Fishing a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Penn Fishing full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.
- 7. <u>Duties of Borrower</u>. Penn Fishing shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Penn Fishing. Penn Fishing shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark, Copyright or License, without the prior consent of Agent, such consent not to be unreasonably withheld.
- 8. Event of Default. Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of Penn Fishing, and in addition to all other rights and remedies available to Agent, immediately record all assignments previously executed and delivered to Agent by Penn

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Fishing and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent for its benefit and the ratable benefit of each Lender by Penn Fishing of all rights, title and interest of Penn Fishing in and to the Collateral. Penn Fishing hereby authorizes and agrees that Agent may, through the power of attorney granted in <u>Section 13</u> hereof, irrevocably execute and deliver in Penn Fishing's name any and all such assignments and agreements and to take any and all other actions in Penn Fishing's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Penn Fishing in and to the Collateral to Agent or any other person or entity selected by Agent.

- 9. Agent's Right to Sue. Upon the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks if Agent shall commence any such suit, Penn Fishing shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Penn Fishing shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 9.
- 10. <u>Waivers</u>. No course of dealing between Borrower and Agent or Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11. <u>Severability</u>. The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.
- 12. <u>Modification</u>. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 4</u> hereof or by a writing signed by the parties hereto.
- Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Penn Fishing hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with limited power to, (i) endorse Penn Fishing's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Agent. Agent may act under such power of attorney to take the actions referenced in Section 4 hereof.

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Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Penn Fishing acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies 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 Patents, Trademarks, Copyrights or Licenses may be located.

- 14. **Binding Effect; Benefits**. This Security Agreement shall be binding upon Penn Fishing and its successors and assigns, and shall inure to the benefit of Agent, its nominees, successors and assigns.
- 15. <u>Governing Law</u>. This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property and Security Agreement to be executed as of the day and year first above written.

PENN FISHING TACKLE MFG. CO.

By: Therber & O. Theuze, President

Herbert O. Henze, President

PNC BANK, NATIONAL ASSOCIATION

By

Frank D. Phillips, Vice President

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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

: ss

COUNTY OF PHILADELPHIA

.

On this 9th day of May, 2002, before me, a Notary Public, personally appeared **Herbert O. Henze** who acknowledged himself to be a duly authorized officer of **Penn Fishing Tackle Mfg. Co.** and that he as such officer, being duly authorized to do so, executed the foregoing document for the purposes therein contained by signing his name as such officer.

Notary Public

My Commission Expires:

CAROL A. RADER COMMONWEALTH OF PENNSYLVANIA COMMISSIONER OF DEEDS MY COMMISSION EXPIRES JULY 11, 2006

Carol a. Rader

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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF PHILADELPHIA

• '

On this, the 9th day of May, 2002 before me, a Notary Public, personally appeared Francis D. Phillips, who acknowledged himself to be an officer of **PNC Bank, National Association**, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

CAROL A. RADER
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
MY COMMISSION EXPIRES JULY 11, 2006

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EXHIBIT "A"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

See Attached.

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Patents

Issued Patents as of April 16, 2002

	Patent Date			
File No.	No.	Issued	Patent	Description
6986-20001	4,657,200	4/14/87	ALIGNMENT DEVICE FOR FISHING REEL GEARS	Inventor: Stan Parylack
6986-20002	4,560,118	12/24/85	DRIVE MECHANISM FOR FISHING REEL	Inventor: John A. Weber and Herbert O. Henze
6986-20003 (Japan)	1,785,055	8/3/93	DRIVE MECHANISM FOR FISHING REEL	Inventor: John A. Weber and Herbert O. Henze
6986-20004 (France)	8,503,864	3/15/85	DRIVE MECHANISM FOR FISHING REEL	Inventor: John A. Weber and Herbert O. Henze
6986-20005 (Australia)	571065	3/31/88	DRIVE MECHANISM FOR FISHING REEL	Inventor: John A. Weber and Herbert O. Henze
6986-20009	4,723,727	2/9/88	FISHING REEL SHIFT MECHANISM	Inventor: John A. Weber
6986-20013 (Australia)			FISHING REEL SHIFT MECHANISM	Inventor: John A. Weber XR: 6986-20009
6986- 20014PT (France)	8707909	5/14/91	FISHING REEL SHIFT MECHANISM	Inventor: John A. Weber XR: 6986-20009
6986-20015 (Japan)			FISHING REEL SHIFT MECHANISM	Inventor: John A. Weber XR: 6986-20009
	4,770,362	9/13/88	FISHING REEL WITH REMOVABLE SIDE PLATE RING	Inventor: Rudolph Effinger
6986-20017	4,948,083	8/14/90	SWIVEL BAWE MOUNT FOR DOWNRINGER	Inventor: Thomas McNaney, Jr. & Rudolph Effinger
	D310,116	8/21/90	DESIGN FOR FISHING REEL	Inventor: Rudolph Effinger
6986-20023	5,556,050	9/17/96	VARIABLE CLICK MECHANISM FOR LEVER DRAG REEL	Inventor: Eric Baisch & Leroy Blimegger
6986-20024	5,575,432	11/19/96	INCREASED DRAG MECHANISM	Inventor: Eric K. Baisch
6986-20026	5,803,385	9/8/98	CENTRIFUGAL BRAKE SYSTEM FOR FISHING REEL	Inventor: Erick Baisch
6986-20028 (United	GB2326322		CENTRIFUGAL BRAKE SYSTEM	Parent: 6986-20026

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	Patent Date			
File No.	No.	Issued	Patent	Description
Kingdom) 6986-20029	6113019	9/5/00	DIRECT SPEED CHANGING GEAR DRIVE MECHANISM FOR FISHING REEL	Inventor: Charles Jewell
6986-20031	6,053,446	4/25/00	DRAG SYSTEM FOR ACCOMMODATION THERMAL EXPANSION	Inventor: Herbert Henze & Charles Jewell
6986-20032	6,039,2791	3/21/00	PUSH BUTTON CLICK MECHANISM	Inventor: Peter Datcuk & Lou Duarte
6986-20034	6,152,390	11/28/00	CARTRIDGE PRE-SET DRAG MECHANISM	Inventor: Peter Datcuk
6986-20035	6,318,655	11/20/01	DRAG APPARATUS FOR CONVENTIONAL AND SPINNING REELS	Inventor: Herbert Henze
6986-20039	6,364,228 B1	4/2/02	LOCKING PRE-SET KNOB FOR FISHING REEL	Inventor: Peter Datcuk
6986-20040	D451576S	12/4/01	FISHING REEL – Design	Inventor: Peter Datcuk Int'l 70
6986-20042	D451577S	12/4/01	FISHING REEL – Design	Inventor: Lou Duarte 15 K6

Patent Applications as of April 16, 2002

File No.	Application No.	Date Issued	Patent Application	Description
6986-20027 (Japan)	208483/98		CENTRIFUGAL BRAKE SYSTEM	Parent: 6986-20026
6986-20036	376882/99		DRAG SYSTEM FOR ACCOMMODATING THERMAL EXPANSION	Corresponds to 6986-20031
6986-20037	9/802494	3/9/01	FISHING REEL WITH STRIP DRAG	Inventor: Peter Datcuk
6986-20038 (Japan)	377033/99		PUSH BUTTON CLICK MECHANISM	Corresponds to 6986- 20032

Assigned by Peter Datcuk and Lou Duarte to Penn Fishing Tackle Mfg. Co. by an Assignment dated 12/23/98 and recorded in the United States Patent Office on 12/29/98.

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File No.	Application No.	Date Issued	Patent Application	Description
6986-20041	60/279462	3/26/01	TRIP MODE SELECTOR SWITCH FOR SPINNING REEL	XR PCT 54; Taiwan 55 Inventor: Timothy Wiest
6986-20043 (Japan)	2001-174328	6/8/01	DRAG IMPROVEMENT FOR CONVENTIONAL AND SPINNING REELS	Inventor: Herbert Henze Corresponds to 20035
9686-20044 (Australia)	43922/01	5/16/01	DRAG IMPROVEMENT FOR CONVENTIONAL AND SPINNING REELS	Inventor: Herbert Henze Corresponds to 20035
6986-20045 (Japan)	29/137099		FISHING REEL – Design	Inventor: Peter Datcuk & Rudolph Effinger
6986-20046 (PRC)	01320163.8		FISHING – Design	Corresponds to 20040 Inventor: Peter Datcuk & Rudolph Effinger Corresponds to 20040 (137099)
6986-20047 (Taiwan)			FISHING – Design	Corresponds to 20040
6986-20048 (Japan)	29/137100		FISHING REEL - Design	Corresponds to 20042 15K6
6986-20049 (PRC)	29/137,100		FISHING REEL – Design	Corresponds to 20042 15K6 (01320165.4)
6986-20050 (Taiwan)			FISHING REEL	Corresponds to 20042 (15K6)
6986-20051	60/343441	12/31/01	UNIFORM OSCILLATION SYSTEM	Inventor: Tim Wiest (Provisional)
6986-20052			TWO SPEED GEAR SHIFT FOR FISHING REEL	Inventor: Peter Datcuk
6986-20053			INTEGRATED STRIKE BUTTON FOR BAIT CASTING REEL	Inventor: Eric Baisch
6986-20054(PCT) (Mainland China, Korea, Japan, Australia, United Kingdom)			TRIP MODE SELECTOR SWITCH	XR 20041 (US Prov. 60/279462) Inventor: Tim Wiest

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File No.	Application No.	Date Issued	Patent Application	Description
6986-20055 (Taiwan)	91-105353	3/20/02	TRIP MODE SELECTOR SWITCH	XR 20041; inventor: Tim Wiest
6986-20056			BUTTON	Inventor: Peter Datcuk

EXHIBIT "B"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Penn Fishing Tackle Catalog Registration Number: TX4-576-834 Date of Registration: 1/28/98

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:124170.2/PNC008-158603

EXHIBIT "C"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

Master License Agreement between Penn Fishing Tackle Mfg. Co. and Mapics, Inc. dated June 9, 1999.

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EXHIBIT "D"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

See Attached.

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Printed: 04/24/2002

Page

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
2XS		•					
UNITED KINGDOM	T02497GB0	06/25/1997	N/A	05/22/1998	2136930B	REGISTERED	28
AUTHENTIC PENN	J DEET C EICHIN	C CEAD AND	DESIGN				,
				05/40/4000	004470500		
EUROPEAN UNION (CT			001170596	05/12/1999	001170596	REGISTERED	09,25,28
UNITED STATES	T02520US0	05/10/1999	75/701,584	03/28/2000	2,335,854	REGISTERED	25
BAYMASTER			- 1,				
UNITED STATES	T00640US0	08/06/1962	150,595	07/23/1963	753,261	REGISTERED	22
BEACHMASTER							
UNITED KINGDOM	T00634GB0	06/25/1997	N/A		2136918	REGISTERED	28
UNITED STATES	T00634US0	08/06/1962	150,596	07/23/1963	753,262	REGISTERED	
BIO-DRIVE							
UNITED STATES	T02728US0	06/01/2000	76/061,147	03/05/2002	2,545,265	REGISTERED	28
COMMANDER				•			
UNITED KINGDOM	T02918GB0	09/15/2000	2245579A	09/15/2000	2245579B	REGISTERED	28
COMMANDO							
UNITED KINGDOM	T02919GB0	09/15/2000	22455804	09/15/2000	2245580A	REGISTERED	28
ONTED MINGDOM	102919000	09/10/2000	224000A	09/13/2000	224000M	REGISTERED	20
DELMAR		All the second s		· · · · · · · · · · · · · · · · · · ·			NTNOWN
CANADA	T00635CA0	10/28/1979	443,819	05/23/1980	245,359	REGISTERED	22
UNITED STATES	T00635US0	08/06/1962	150,597	07/23/1963	753,263	REGISTERED	28
DYNABRAID							
EUROPEAN UNION (CT	T01953EU0	01/26/1998	000732537	08/19/1999	000732537	REGISTERED	28
UNITED KINGDOM	T01953GB0	06/25/1997	N/A	03/20/1998	2136920	REGISTERED	28
EXTREME							
EUROPEAN UNION (CT	T01782EU0	02/27/1997	000479725		000479725	REGISTERED	28
UNITED KINGDOM	T01782GB0	11/07/1996	N/A	05/16/1997	2115051	REGISTERED	28
FATHOM-MASTER	}						
EUROPEAN UNION (CT		01/26/1998	000732487	08/19/1999	000732487	REGISTERED	28
UNITED STATES	T00736US0	04/02/1975	048,333	10/19/1976	1,050,763	REGISTERED	28
FATHOMTROL							
UNITED STATES	T00734US0	12/30/1975	073,097	07/20/1976	1,044,314	REGISTERED	28
пус							
UNITED KINGDOM	T02498GB0	06/25/1997	N/A	05/22/1998	2136930A	REGISTERED	28

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
INTERNATIONAL							
ANDORRA	T00115AD0	01/21/1997	3919	01/21/1997	2827	REGISTERED	28
AUSTRALIA	T00115AU0	04/12/1973	267,431	07/09/1976	298,472	REGISTERED	28
CANADA	T00115CA0	08/28/1979	443,821	05/23/1980	245,360	REGISTERED	22
UNITED STATES	T00115US0	03/25/1991	74/151,327	02/11/1992	1,675,235	REGISTERED	28
UNITED STATES	T00115US1	04/06/1972	420,642	07/15/1975	1,016,079	REGISTERED	22
VENEZUELA	T00115VE0	07/13/1993	12562			PENDING	28
INXS							
UNITED KINGDOM	T02502GB0	06/25/1997	N/A	03/06/1998	2136921	REGISTERED	28
JIG MASTER							
URUGUAY	T00713UY0	09/27/1962	97,985	06/18/1964	205.688	REGISTERED	**************************************
JIG-MASTER							
VENEZUELA	T00324VE0	08/20/1962	2452	09/09/1963	45,884	REGISTERED	22
ЛGMASTER							
ARGENTINA	T00071AR0			08/04/1995	1571112	REGISTERED	28
AUSTRALIA	T00071AU0	12/19/1962	177735	12/19/1962	A177,735	REGISTERED	28
BRAZIL	T00071BR0	09/14/1962	556,668	05/15/1970	004041038	REGISTERED	28,20
EUROPEAN UNION (CT		01/26/1998	000732453	08/19/1999	000732453	REGISTERED	28
JAPAN	T00071JP0	12/28/1972	19383/62	06/27/1963	618,957	REGISTERED	24
NEW ZEALAND	T00071NZ0			01/04/1963	B72404	REGISTERED	28
UNITED STATES	T00071US0	03/11/1991	74/146,632	09/22/1992	1,719,537	REGISTERED	28
KINGMASTER							
UNITED STATES	T00220US0	06/18/1996	75/120,603	04/29/1997	2,057,436	REGISTERED	28
UNITED STATES	T00220US2		76/289,166			PENDING	28
מוציאי אי מייני אי מייני אי מייני אי מייני אי				e .			
JAPAN	T00637JP0	06/25/1962	19384/62	06/27/1963	618,958	REGISTERED	24
UNITED STATES	T00637US0	08/06/1962		09/17/1963	756,775	REGISTERED	28
			·				
LEVELMATIC	TODETOLICO	10/14/1971	405 110	08/08/1972	940 452	REGISTERED	28
UNITED STATES	T00579US0	10/14/19/1	+03,110	00/00/10/2	0.101.102		
LIVE LINER				00/00/0000	0.554.400	DECISTEDED	70
UNITED STATES	T02895US0	04/26/2001	76/248,509	03/26/2002	2,554,123	REGISTERED	28
LONG BEACH	annakor di da	-					
EUROPEAN UNION (CT	T00414EU0		000732438	08/19/1999	000732438	REGISTERED	28
UNITED STATES	T00414US1	03/11/1991	146,894	05/05/1992	1,685,443	REGISTERED	28

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
LONGBEACH							
ARGENTINA	T00414AR0			07/02/1984	1.081.386/1	REGISTERED	28
BRAZIL	T00414BR0	09/10/1962	556,020	05/15/1970	004040961	REGISTERED	28
UNITED KINGDOM	T00414GB0	06/25/1997	2136925	10/30/1998	2136925	REGISTERED	28
UNITED STATES	T00414US0	08/06/1962	150,599	07/23/1963	753,264	REGISTERED	28
URUGUAY	T00414UY0	09/27/1962	97,980	09/04/1964	203.258	REGISTERED	06,23
VENEZUELA	T00414VE0	08/20/1962	2453	09/09/1963	45,882	REGISTERED	22
MAG POWER							
UNITED STATES	T00684US0	04/22/1982	360,972	09/11/1984	1,294,622	REGISTERED	28
MAG TUNED							
UNITED STATES	T00683US0	07/28/1983	436,654	07/03/1984	1,284,480	REGISTERED	28
MARINER							
CANADA	T00633CA0	08/28/1979	433,822	05/23/1980	245,361	REGISTERED	22
EUROPEAN UNION (CT	T00633EU0					PROPOSED	28
UNITED KINGDOM	T00633GB0	06/25/1997	N/A	03/06/1998	2136929	REGISTERED	28
UNITED STATES	T00633US0	08/06/1962	150,600	07/23/1963	753,265	REGISTERED	28
MONOFIL							
UNITED STATES	T00416US0			06/05/1956	628,189	REGISTERED	22
PEER							
UNITED STATES	T00682US0	08/06/1962	150,601	03/03/1964	765,817	REGISTERED	22
PEERLESS							
UNITED STATES	T00685US0	08/06/1962	150,602	03/03/1964	765,818	REGISTERED	22
PENN							
ANDORRA	T00043AD0	01/21/1997	3920	01/21/1997	2837	REGISTERED	28
AUSTRALIA	T00043AU0	10/06/1964	177,882	10/06/1964	A190,404	REGISTERED	28
BENELUX	T00043BX0	07/30/1976	614,807	08/02/1976	341,180	REGISTERED	28,22
BRAZIL	T00043BR0	12/10/1962	556,023	07/01/1970	004051890	REGISTERED	49
CANADA	T00043CA0	08/29/1979	443,816	10/16/1981	263,182	REGISTERED	22
CHILE	T00043CL0	08/13/1962	5859B	03/29/1963	415,930	REGISTERED	73
DENMARK	T00043DK0			05/09/1964	1846/64	REGISTERED	28
ECUADOR	T00043EC0	09/06/1962	2774/92	07/08/1963	269	REGISTERED	
EUROPEAN UNION (CT	T00043EU0	01/26/1998	000732354	08/19/1999	000732354	REGISTERED	28
FRANCE	T00043FR0		79.149	02/11/1988	1,449,416	REGISTERED	28
GERMANY	T00043DE0	01/16/1963	P 12 039/9C	01/07/1964	782,124	REGISTERED	28
INDONESIA	T00043ID0	03/18/1996	D965085	06/17/1997	375033	REGISTERED	28

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	Page 4 CLASSES
PENN continued							0.0000
IRELAND	T00043IE0	08/25/1976	B91907	08/25/1976	B91907	REGISTERED	
ITALY	T00043IT0	11/25/1966	12551 C/66	12/05/1967	217,569	REGISTERED	28
JAPAN	T00043JP0	03/16/1962	7122/62	09/03/1963	624,023	REGISTERED	24
KENYA	T00043KE0	08/31/1976	23,199	09/03/1976	23,199	REGISTERED	28
MALAYSIA	T00043MY0	03/20/1996	MA/2779/96			PENDING	28
MEXICO	T00043MX0	01/16/1987	19496	02/07/1996	516,417	REGISTERED	22
NEW ZEALAND	T00043NZ0			01/10/1963	B72437	REGISTERED	28
NORWAY	T00043NO0			12/12/1963	63,049	REGISTERED	28
PARAGUAY	T00043PY0	03/17/1999	4875	08/09/1999	215.687	REGISTERED	28
PHILIPPINES	T00043PH0	04/29/1996	107755	07/23/2001	4-1996-110087	REGISTERED	28
PORTUGAL	T00043PT0			09/17/1963	117.427	REGISTERED	28
SINGAPORE	T00043SG0			09/10/1976	69,005	REGISTERED	20
SINGAPORE	T00043SG1	03/19/1996	S/2528/96	10/19/1999	T96/02528D	REGISTERED	28
SOUTH AFRICA	T00043ZA1	11/08/1965	65/4597	11/08/1965	B65/4597	REGISTERED	28
SPAIN	T00043ES0	01/22/1963	415,959	10/18/1963	415959	REGISTERED	83
TAIWAN	T00043TW1	02/01/1996	85005558	01/16/1997	745717	REGISTERED	28
THAILAND	T00043TH1	02/28/1997	329271	04/23/2001	TM132506	REGISTERED	28
UNITED KINGDOM	T00043GB0	12/18/1962	N/A	12/18/1962	843037	REGISTERED	28
UNITED KINGDOM	T00043GB1	06/25/1997	N/A	02/27/1998	2136916	REGISTERED	28
UNITED STATES	T00043US0	03/19/1958	048,047	02/17/1959	674,119	REGISTERED	22
UNITED STATES	T00043US1	02/28/1974	014,599	04/29/1975	1,009,548	REGISTERED	28
UNITED STATES	T00043US2	05/06/1974	020,632	04/22/1975	1,009,216	REGISTERED	28
URUGUAY	T00043UY0	09/27/1962	97,979	06/29/1995	277.816	REGISTERED	28
VENEZUELA	T00043VE0	08/20/1962	2458	09/03/1963	45,834	REGISTERED	22
PENN BAYMASTI	FD						
UNITED STATES	T00951US0	03/11/1991	146 893	05/12/1992	1 686 554	REGISTERED	28
DENNI CONTRA ANT	NET.		·		.,,		20
PENN COMMANI UNITED KINGDOM	T02917GB0	09/15/2000	22455700	00/45/0000	00455700	DECLOTEDED	
		03/13/2000	22400796	09/15/2000	22400796	REGISTERED	28
PENN COMMANI							
UNITED KINGDOM	T02920GB0	09/15/2000	2245580B	09/15/2000	2245580B	REGISTERED	28
PENN FISHING T.	ACKLE						
ARGENTINA	T00711AR0	08/13/1962	524,689	02/13/1964	1,971,975	REGISTERED	28
PENN GOLD MED	DAL						
UNITED KINGDOM	T02010GB0	07/02/1993	N/A	10/06/1995	B1540573	REGISTERED	28
UNITED STATES	T02010US0	07/19/1991	74/186,490	12/07/1993		REGISTERED	28
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PENN INTERNAT	IONAL						
EUROPEAN UNION (C		01/26/1998	000732347	05/20/1999	000732347	REGISTERED	28
UNITED KINGDOM	T02012GB0	06/25/1997	2136931	11/06/1998	2136931	REGISTERED	28
PENN POWER ST	ICK						
UNITED STATES	T00737US0		568,995	08/05/1986	1,404,194	REGISTERED	
PENN PURSUIT							
UNITED STATES	T02950US0	10/01/2001	76/319,812			PENDING	28
PENN REELS							
ARGENTINA	T00712AR0	02/29/1984	1.422.282	12/15/1995	1.584.427	REGISTERED	28
UNITED STATES	T00712US0	02/17/1983	413,853	04/17/1984	1,274,429	REGISTERED	28
PENN REELS AND	(3 FISH) DESIGN	Ň					
EUROPEAN UNION (C	T T02518EU0	05/12/1999	001170471	05/12/1999	001170471	REGISTERED	09,25,28
PENN REELS AND	(SPLIT GLOBE)	DESIGN					
EUROPEAN UNION (C	T T02518EU1	05/12/1999	001170547	05/12/1999	001170547	REGISTERED	09,25,28
PENN REELS AND	DESIGN						
UNITED STATES	T02518US0	05/10/1999	75/701,422	03/21/2000	2,332,748	REGISTERED	25
UNITED STATES	T02518US1	05/10/1999	75/701,623	03/21/2000	2,332,753	REGISTERED	25
PENN REELS AND	DESIGN (HALF	GLOBE DESI	GN)				
UNITED STATES	T02519US0	05/10/1999	75/701,622	03/21/2000	2,332,752	REGISTERED	25
PENN SOVEREIG	Ň						
UNITED KINGDOM	T02503GB0	06/17/1993	N/A	08/11/1995	B1539078	REGISTERED	28
PENN SPINFISHEI	₹						
UNITED STATES	T00412US0	03/29/1993	374,291	05/31/1994	1,838,443	REGISTERED	28
PENN STAND-UP	SYSTEM						
UNITED STATES	T00413US0	03/29/1993	374,290	04/05/1994	1,829,499	REGISTERED	28
PENN XCEL							
UNITED KINGDOM	T02500GB0	06/25/1997	N/A	03/13/1998	2136927	REGISTERED	28
POWER GRAPH					and the second s		
UNITED STATES	T00147US0	08/28/1995	74/721,797	08/29/2000	2,380,170	REGISTERED	28
POWERGRAPH							
UNITED KINGDOM	T02396GB0	07/24/1998	2173046	07/24/1998	2173046	REGISTERED	28
PRION							
UNITED STATES	T02179US0	06/09/1998	75/498,595	01/25/2000	2,312,545	REGISTERED	28

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PROGRESSION							
UNITED KINGDOM	T02499GB0	06/35/4007	A1/A				
		06/25/1997	N/A	03/06/1998	2136932	REGISTERED	28
QUICK MOUNT JI	₹.						
UNITED STATES	T00631US0	02/26/1982	352,040	08/16/1983	1,248,470	REGISTERED	28
QUICK-SHIFT							
UNITED STATES	T02989US0	11/21/2001	76/340,537			PENDING	28
SABRE							
UNITED STATES	T02926US0	09/29/1972	72/437,158	09/11/1973	968,071	REGISTERED	28
SAILFISHER			,,,,,			REGIOTERED	20
UNITED STATES	Tooganico	00/00/4000	450.000				Note the second
OMITED STATES	T00638US0	08/06/1962	150,603	07/23/1963	753,266	REGISTERED	28
SEA BOY							
EUROPEAN UNION (CT	T02011EU0	01/26/1998	000732396	06/02/1999	000732396	REGISTERED	28
SEA BOY SEABOY							
UNITED KINGDOM	T02501GB0	06/25/1997	N/A	03/06/1998	2136923	REGISTERED	28
SEA-BOY							
UNITED STATES	T00639US0	08/06/1962	150,604	07/23/1963	753,267	REGISTERED	28
CE ADOX			•		, , _		20
JAPAN	T00504 ID0		71000				
JAI AIN	T00581JP0		71,229	12/24/1982	1,559,201	REGISTERED	24
SENATOR				The state of the s	· · · · · · · · · · · · · · · · · · ·		
ANDORRA	T00070AD0	01/21/1997	3999	01/21/1997	2830	REGISTERED	28
ARGENTINA	T00070AR0	06/29/1995	1986143	05/31/1996	1602352	REGISTERED	28
AUSTRALIA	T00070AU0	12/19/1962	177,736	12/19/1962	A177736	REGISTERED	28
BRAZIL	T00070BR0	09/10/1962	556021	05/15/1970	004040970	REGISTERED	28
CANADA	T00070CA0	08/29/1979	443,817	10/17/1980	251,646	REGISTERED	22
CHILE	T00070CL0	08/13/1962	5864B	03/29/1963	415,929	REGISTERED	73
DENMARK	T00070DK0			04/11/1964	1277/64	REGISTERED	28
ECUADOR	T00070EC0		017-92	09/06/1992	199	REGISTERED	28
EUROPEAN UNION (CT	T00070EU0	01/26/1998	000732388	08/19/1999	000732388	REGISTERED	28
FRANCE	T00070FR0		79.150	02/11/1988	1,449,415	REGISTERED	28
ITALY	T00070IT0	11/25/1966	12550 C/66	12/05/1967	217,568	REGISTERED	28
JAPAN	T00070JP0		19386/62	06/27/1963	618,959	REGISTERED	24
MEXICO	T00070MX0	01/16/1987	19497	06/22/1990	327136	REGISTERED	28
NEW ZEALAND	T00070NZ0			01/04/1963	B72403	REGISTERED	28
NORWAY	T00070NO0			12/12/1963	63,050	REGISTERED	28
PORTUGAL	T00070PT0			10/08/1963	^{117.426} TR	ADEMARK	28
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SENATOR continued							
SOUTH AFRICA	T00070ZA0	09/10/1981	N/A		2798/57	REGISTERED	28
SOUTH AFRICA	T00070ZA1	07/29/1986	N/A		76/3952	REGISTERED	
SPAIN	T00070ES0	01/22/1963	415,960	10/18/1963	415,960	REGISTERED	83
SWEDEN	T00070SE0	11/22/1963	108,019		108,019	REGISTERED	28
TAIWAN	T00070TW0	05/01/1987	76-23273	05/16/1988	401,665	REGISTERED	87
UNITED KINGDOM	T00070GB0	11/19/1962	N/A		841846	REGISTERED	28
UNITED STATES	T00070US0	03/11/1991	146,895	09/15/1992	1,716,016	REGISTERED	28
UNITED STATES	T00070US1	08/06/1962	150,605	07/23/1963	753,268	REGISTERED	28
URUGUAY	T00070UY0	09/27/1962	97,978	09/04/1964	203.257	REGISTERED	06,23
VENEZUELA	T00070VE0	08/20/1962	2455	09/09/1963	45,881	REGISTERED	22
SILVER BEACH							
UNITED STATES	T00641US0	08/06/1962	150,606	07/23/1963	753,269	REGISTERED	28
CIT VICIO BATERO A T			·		,		20
SILVER MEDAL UNITED STATES	T00864US0	00/05/4000	75/454 055	05/40/4000	0.457.504		
ONTED STATES	100604030	09/05/1996	75/161,255	05/12/1998	2,157,584	REGISTERED	28
SLICK BUTT		THE STATE OF THE S					
UNITED STATES	T00823US0	07/07/1988	738,629	11/07/1989	1,564,737	REGISTERED	22
SPEED SHIFTER							
UNITED STATES	T00580US0	10/29/1993	453,443	• 03/05/1996	1,960,767	REGISTERED	28
SPINFISHER							
ANDORRA	T00219AD0	01/21/1997	3918	01/21/1997	2828	REGISTERED	28
ARGENTINA	T00219AR0	08/13/1962	613,911	10/19/1962	491,950	REGISTERED	28
BRAZIL	T00219BR0	09/10/1962	556022	05/15/1970	004040988	REGISTERED	28,20
CANADA	T00219CA0	10/28/1979	443,818	05/23/1980	245,358	REGISTERED	22
EUROPEAN UNION (CT	732446	01/26/1998	000732446	06/30/1999	000732446	REGISTERED	28
JAPAN	T00219JP0				618,960	REGISTERED	24
URUGUAY	T00219UY0	09/27/1962	97,977	06/29/1995	277.815	REGISTERED	28
SPINFISHER (STYL	IZED)						
UNITED STATES	T00494US0	05/31/1960	098 131	08/22/1961	720.287	REGISTERED	22
	, , , , , , , , , , , , , , , , , , , ,		200, ,01	00/22/1001	. 20,20	NEO!O!E!NED	4.6
SQUIDDER							
ARGENTINA	T00415AR0	08/13/1962			1,531,170	REGISTERED	28
BRAZIL	T00415BR0	09/10/1962	•	05/15/1970	004041011	REGISTERED	28,20
CHILE	T00415CL0	08/13/1962			415,931	REGISTERED	73
JAPAN	T00415JP0	05/10/1963		06/27/1963	618,961	REGISTERED	24
SWEDEN	T00415SE0	10/18/1963	·	AMIAAIAAA	107,724	REGISTERED	28
UNITED STATES	T00415US0	08/06/1962	150,607	07/23/1963			28
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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SQUIDDER continued URUGUAY	T00415UY0	09/27/1962	97,976	08/31/1964	203.255	REGISTERED	06,23
STAND-UP SLAMM	IER						
UNITED STATES	T00768US0	04/27/1987	657,645	12/01/1987	1,467,530	REGISTERED	28
STROKER							
UNITED STATES	T02925US0	09/29/1972	72/437,159	09/11/1973	968,072	REGISTERED	28
SURFMASTER							
ARGENTINA	T00636AR0			09/27/1996	1,576,793	REGISTERED	28
JAPAN	T00636JP0	10/13/1962	19389/62	06/27/1963	618,962	REGISTERED	24
UNITED KINGDOM	T00636GB0	06/25/1997	N/A	03/06/1998	2136922	REGISTERED	28
UNITED STATES	T00636US0	08/06/1962	150,608	07/23/1963	753,271	REGISTERED	28
THE PENN SLAMM	1ER						
UNITED STATES	T00735US0	11/18/1985	569,083	07/29/1986	1,403,258	REGISTERED	28
TUNA STICK							
EUROPEAN UNION (CT	T00493EU0	01/26/1998	000732529	03/16/2000	000732529	REGISTERED	28
UNITED STATES	T00493US0	12/22/1993	473,758	08/15/1995	1,911,544	REGISTERED	28
UNITED STATES	T00493US1	08/31/1987	681,389	03/08/1988	1,480,285	REGISTERED	28
			END OF REPORT			TOTAL ITEMS SELECT	ED = 182

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