

08-13-2002

B00932/40065 (DRW)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies):  
The Burton Corporation

8.5102

- Individual(s)
- General Partnership
- Corporation-Vermont
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Correction of recordation at Reel 1170 frame 345

Execution Date: June 20, 1994

2. Name and address of receiving party(ies)

Name: Bank of Vermont  
Internal Address:  
Street Address: P.O. Box 949, 149 Bank Street  
Burlington, VT 05402-0949

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Vermont
- 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)  
(See attached reel 1170 frame 346)

B. Trademark Registration No.(s)  
(see attached reel 1170 frame 346)

Additional numbers attached?  Yes  No

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

Name: Douglas R. Wolf  
Address: WOLF, GREENFIELD & SACKS, P.C.  
Federal Reserve Plaza  
600 Atlantic Avenue  
Boston, MA 02210

6. Total number of applications and registrations  
involved:..... [ 4 ]

7. Total fee (37 CFR 3.41).....\$ 115.00  
 Enclosed

08/12/2002 JJALLAH2 00000010 1729368

DO NOT USE THIS SPACE

01 FC:481 40.00 00  
02 FC:482 75.00 00

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.

Douglas R. Wolf  
Name

Signature

Date

July 31, 2002

Total number of pages including cover sheet, attachments, and document: [8]

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

Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Refund Ref:  
08/12/2002 JJALLAH2 0000119685

CHECK Refund Total: \$1.00

TRADEMARK  
REEL: 002561 FRAME: 0491

TRADEMARK AND TRADEMARK APPLICATIONS

<u>TRADEMARK NO.</u>	<u>DESCRIPTION</u>	<u>EXPIRATION DATE</u>
1,729,368	BURTON SNOWBOARDS	November 3, 2002
1,715,746	BURTON	September 15, 2002
1,365,675	BURTON SNOWBOARDS- MOUNTAIN DESIGN	October 15, 2005
1,362,128	BURTON SNOWBOARDS	September 24, 2005

TRADEMARK

REEL 1170 FRAME 345

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (the "Assignment") is entered into as of this 20th day of June, 1994, by THE BURTON CORPORATION, a Vermont corporation having its principal place of business at 80 Industrial Parkway, Burlington, Vermont 05401 (the "Assignor"), and BANK OF VERMONT, a Vermont corporation having a place of business at 149 Bank Street, P.O. Box 949, Burlington, Vermont 05402-0949 (the "Assignee") (capitalized terms used herein and not otherwise defined have the respective meanings given in the Loan Agreement):

WHEREAS, Assignor and Assignee are parties to a certain Loan and Security Agreement dated as of June 20, 1994 (the "Loan Agreement") which provides: (i) for Assignee, to extend a line of credit and related credit facilities to or for the account of the Assignor, and (ii) for the grant by the Assignor to Assignee of a security interest in all of the Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, mask works, trade-secrets information, and other proprietary rights set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignor and the Assignee agree as follows:

1. Collateral Assignments of Patents and Trademarks. To secure the complete and timely satisfaction of all of Assignor's "Obligations" (as that term is defined in the Loan Agreement) to Assignee, Assignor hereby grants to Assignee a security interest (having priority over all other security interests, with power of sale, to the extent permitted by law), subject to State Street Bank's rights under the Intercreditor and Collateral Agency Agreement dated as of June 20, 1994 (the "Intercreditor Agreement") in, and upon the occurrence of an Event of Default, all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

- (a) patents, patent applications, including, without limitation to, any invention and improvement to a patent or patent application, and those patents and patent applications listed in Schedule A;
- (b) trademark, trademark applications, including, without limitation to, any trade name or trade registration, and those trademark and trademark applications listed in Schedule B; and
- (c) good will of Assignor's business connected with, and symbolized by, the trademarks.

3. Recording of Patents and Trademarks. Assignor represents and warrants that the patents and patent applications described in Schedule A and the trademark and trademark applications described in Schedule B have been duly recorded in the U.S. Patent and Trademark Office (the "PTO"); and that no other patents, patent applications, trademarks, and trademark applications have been recorded in the PTO in which the Assignee has an interest.

4. Notice to Third Parties. This Assignment has the effect of giving third parties notice of the collateral assignment to the Assignee of Assignor's patents, patent applications, trademarks, and trademark applications. This Assignment shall not limit the Assignee's interest in the Assignor's Collateral as set forth in the Loan Agreement.

TRADEMARK

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IN WITNESS WHEREOF, the Assignor and Assignee, acting by and through duly authorized agents, have cause this Assignment to be executed as of the date first above written.

In the presence of:

ASSIGNOR:

THE BURTON CORPORATION

*[Signature]*  
Witness  
*[Signature]*  
Witness

By: *[Signature]*  
Its Duly Authorized Agent

In the presence of:

ASSIGNEE:

BANK OF VERMONT

*[Signature]*  
Witness  
*[Signature]*  
Witness

By: *[Signature]*  
Its Duly Authorized Agent

REEL 1 1 70 FRAME 348  
TRADEMARK

SCHEDULE A  
PATENTS AND PATENT APPLICATIONS

A. PATENTS

<u>PATENT NO.</u>	<u>DESCRIPTION</u>	<u>DATE</u>
U.S. 3,990,204	MONO-SKI	June 25, 1973

B. PATENT APPLICATIONS

<u>APPLICATION NO.</u>	<u>DESCRIPTION</u>	<u>DATE</u>
U.S. 478,486	SNOWBOARD BINDING SYSTEM	February, 1990

<u>Patents#</u>	<u>Products Patented</u>	<u>Country</u>	<u>Date Registered</u>	<u>1st Renewal</u>	<u>Expiration</u>
M8205511	Boot & Last Sole	Germany	Oct 8, 1992	July 26, 1997	July 26, 2012
M8205473	Snowboard Hback Binding	Germany	Oct 7, 1992	July 24, 1997	July 24, 2012
5190311	Snowboard Binding System	US	March 2, 1993	Sept 2, 1996 Sept 2, 2000 Sept 2, 2004	March 2, 2010
72040	Boot Sole	Canada	Dec 15, 1992	Dec 15, 1997	Dec 15, 2002
72365	Snowboard Hback Binding	Canada	April 1, 1993	April 1, 1998	April 1, 2003
5261689	Snowboard Boot Binding System	US	Nov 16, 1993	May 16, 1997 May 16, 2001 May 16, 2005	Nov 16, 2010
143382	Boot Last and Sole	Korea	Sept 11, 1993	Sept 11, 1997	
144943	Snowboard Hback Binding	Korea	Oct 27, 1993	Oct 27, 1997	Oct 27, 2001
7540	Snowboard Hback Binding	Austria	July 20, 1993	July 31, 1997	July 31, 2007
119952	Snowboard Hback Binding	Switzerland	Sept 23, 1992	July 25, 1997	

TRADEMARK

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<u>Trademark#</u>	<u>Trademark</u>	<u>Country</u>	<u>Classes</u>	<u>Renewal</u>	<u>Duration</u>	<u>Expiration</u>
1729368	Burton Snowboards	USA	18, 25, 28	6 years	10 years	Nov 3, 2002
1715746	Burton	USA	18, 28	6 years	10 years	Sept 15, 2002
1365675	Burton Snowboards- Mountain Design	USA	25	6 years	20 years	Oct 15, 2005
1362128	Burton Snowboards	USA	28	6 years	20 years	Sept 24, 2005
574636	Burton*	Madrid Convention	18, 28	10 years	20 years	Aug 9, 2011
135909	Burton*	Austria	18, 28			Oct 28, 1991- Registered
125625	Burton	Finland	8, 18, 25, 28		10 years	March 5, 2003
580383	Burton	China	39	10 years	10 years	Feb 28, 2003
141183	Burton	Turkey	18, 25, 28		10 years	Oct 19, 2003
751/1993	Burton	Iceland	18, 25, 28		20 years	Oct 21, 2012
593798	Burton	Various under Madrid Convention	18, 25, 28			
594266	Burton	Taiwan	40	10 years	10 years	April 15, 2003

\*copies only

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