

09-05-2002



To the Honorable Commissioner of Patents and Trademarks

102211975

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Bank Minnesota (formerly
Norwest Bank Minnesota)

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

19-03-02

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: Release of Security Interest
- Merger
- Change of Name

Execution Date: May 15, 2002

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

First Team Sports, Inc.
1201 Lund Boulevard
Anoka, Minnesota 55303

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Minnesota
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

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

B. Trademark Reg. No.(s): SEE SCHEDULE A

Additional numbers attached Yes No

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

Harriet E. Perkins, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 144223

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number:

DO NOT USE THIS SPACE

9. 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.

HARRIET E. PERKINS
Name of Person Signing

Harriet E. Perkins
Signature

August 29, 2002
Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

09/04/2002 TBIAZ1 00000161 1431336

01 FC:481 40.00 DP
02 FC:482 225.00 DP

FROM DRINKER BIDDLE & REATH LLP

(TUE) 5.14'02 12:45/ST. 12:43/NO. 4861485694 P 5

SCHEDULE A

TRADEMARK REGISTRATIONS		
REGISTRATION NO.	MARK	DATE OF REGISTRATION
1,431,336	ULTRA-WHEELS	March 3, 1987
1,525,938	SKATE ATTACK	February 21, 1989
1,987,735	DISC BRAKE SYSTEM	July 16, 1996
2,029,309	U and Design	January 7, 1997
2,260,455	Miscellaneous Design	July 13, 1999
2,278,706	BIOFIT	September 21, 1999
2,371,797	XPANDER	July 25, 2000
2,480,555	HESPELER	August 21, 2001

TRADEMARK APPLICATIONS		
APPLICATION NO.	MARK	FILING DATE
75/139,159	FIRST TEAM	July 24, 1996
75/643,364	CBT	February 17, 1999

FROM DRINKER BIDDLE & REATH LLP

(TUE) 5. 14' 02 12:44/ST. 12:43/NO. 4861485694 P 3

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated May 15, 2002 (this "Release") is made by Wells Fargo Bank Minnesota (formerly Norwest Bank Minnesota), a National Banking association with a place of business at Sixth Street and Marquette Avenue, Minneapolis, MN 55479 acting in its capacity as Secured Party and Agent for certain Banks (in such capacity, the "Secured Party") under an Agreement dated September 8, 1999, and recorded on December 6, 1999 in the records of the United States Patent and Trademark Office at Trademark Reel 2001, Frame 0955 (the "Trademark Agreement"), among First Team Sports, Inc. (the "Debtor") and the Secured Party;

WITNESSETH:

WHEREAS, pursuant to the Trademark Agreement and a related Credit Agreement and Security Agreement, the Debtor granted to the Secured Party a security interest in certain of the Debtor's United States trademarks and trademark applications and registrations and, in particular, the trademarks set forth on the attached Schedule A (the "Trademarks");

WHEREAS, the Secured Party wishes to: (i) release all of its security interest covering the Trademarks; (ii) restore all right, title and interest in and to the Trademarks to Debtor, and (iii) to dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Trademarks, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

WELLS FARGO BANK MINNESOTA
(Formerly Norwest Bank Minnesota),
as Secured Party

By: Ann Spry
Name: Ann Spry
Title: officer

FROM DRINKER BIDDLE & REATH LLP

(TUE) 5.14'02 12:45/ST. 12:43/NO. 4861485694 P 4

STATE OF MINNESOTA :
: :
COUNTY OF HENNEPIN :

SS

BEFORE ME, the undersigned Notary Public, on this 15th day of MAY, 2002 personally appeared Ann Spay, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as OFFICER of Wells Fargo Bank Minnesota, the association therein named, and acknowledged to me that the instrument was signed on behalf of said association pursuant to appropriate authority for the purposes therein set forth and intending that this instrument be recorded.

Darlene J. Saba

