

10-9-02



Form PTO-1
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102244460

N FORM COVER SHEET
MARKS ONLY

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

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):

Outland Sports, Inc.

10-9-02

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

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

3. Nature of conveyance:

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

Execution Date: 10/2/02

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as Agent

Internal

Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

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) 2157496

Additional number(s) attached Yes No

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

Name: Maisha Gibson, Paralegal

Internal Address:

Street Address: Goldberg, Kohn, et al.

55 East Monroe Street, 37th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41) \$ 715.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

10/09/2002 6TON11 00000124 2157496

01 FC:441
02 FC:442
Maisha Gibson

40.00 OP
675.00 OP

Maisha Gibson
Signature

October 7, 2002

Date

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

Continuation of Item #4
 Schedule of Trademarks

<u>Mark</u>	<u>Reg. No. (Appl. No.)</u>
Seductor	2,157,496
Blueridge	1,521,988
Blueridge	1,333,275
Blueridge	1,528,143
Wing Thing	75/556863
Spin 'N Drum	75/556862
Mad Calls	2,272,213
Marsh Master	2,392,271
Outdoor Traditions	2,348,470
RAZORHOOK	1,931,604
API OUTDOORS & LOGO	2,134,176
LOCATOR LIGHT	2,188,626
GOLDEN BUCK	1,982,026
STACKIN' STICK	2,012,614
BABY GRAND	1,966,396
GRANDSTAND	2,010,948
Kenco	2,406,162
Big River	2,469,829
Hi Point	2,560,257
Grand Slam	76/209109
Windfloaters	76/222957
Sound Master	2,599,326
Twist Tone	2,558,740
Dynamic	2,588,473
Pump Action	76/423872
Flip Over	76/424096

Bandit	76/423871
Snort Wheeze	76/406205

TRADEMARK SECURITY INTEREST AGREEMENT

TRADEMARK SECURITY INTEREST AGREEMENT dated as of October 2, 2002 ("Trademark Security Interest Agreement"), made by Outland Sports, Inc. (the "Assignor") to LaSalle Bank National Association, as successor to The Industrial Bank of Japan Trust Company (successor by merger with IBJ Schroeder Bank and Trust Company), as agent (in such capacity, together with its successors in such capacity, "Agent") for each of the Banks referred to below.

PRELIMINARY STATEMENTS.

1. Reference is made to the Amended and Restated Credit Agreement, dated as of November 5, 1999, among Outland Sports, Inc. ("Borrower"), each Bank as specified in the Credit Agreement and Agent (the Credit Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement"). The terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Interest Agreement which are used in this Trademark Security Interest Agreement shall have the meanings set forth in the Credit Agreement.

2. Reference is also made to the Amended and Restated Security Agreement of even date herewith (the Security Agreement, as it may hereafter be amended or otherwise modified from time to time, the "Security Agreement") made by Borrower to Agent for the benefit of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, the Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"), granted to Agent for the benefit of the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, having its address set forth on the signature page hereof, intending to be legally bound, does hereby grant to Agent, with a place of business located at 135 South LaSalle Street, Chicago, Illinois, for the benefit of the Banks, a security interest in and on all of its right, title and interest in and to each of the respective Trademarks together with the goodwill associated therewith and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by Agent until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

OUTLAND SPORTS, INC.

By J. [Signature]
Its Chief Financial Officer

Approved and Accepted:

LASALLE BANK NATIONAL
ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

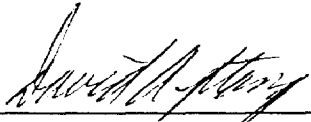
IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

OUTLAND SPORTS, INC.

By _____
Its _____

Approved and Accepted:

LASALLE BANK NATIONAL
ASSOCIATION, as Agent

By: 
Name: DAVID A. STANG
Title: FIRST VICE PRESIDENT
LEVERAGED FINANCE

**SCHEDULE
to Trademark Security Interest Agreement**

Trademarks to be Assigned

<u>Mark</u>	<u>Reg. No. (Appln. No.)</u>
Seductor	2,157,496
Blueridge	1,521,988
Blueridge	1,333,275
Blueridge	1,528,143
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