

10-09-2002

10902



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2004)

102244479

COVER SHEET  
S 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):

IBJ Schroder Bank & Trust Company

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: Amendment with respect to security interest
- 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) 75330307

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:

11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

10/09/2002 6TOM11 00000125 75330307

01 FC:401 40.00 DP  
02 FC:402 Maisha Gibson 250.00 DP

Name of Person Signing

*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

TRADEMARK  
REEL: 002595 FRAME: 0364

Continuation of Item #4  
Schedule of Trademarks

<u>Mark</u>	<u>Reg. No. (Appln. No.)</u>
Kwik-Sharp Co. & Design	1,168,863
Circe	1,249,150
"Circe" Call of the Wild & Design	1,510,251
K'Meer	1,582,739
Edge-It	1,848,500
Sight Vise	2,030,200
Lohman & Design	2,147,246
Thunder Dome	2,100,076
Outland Sports (pending application)	75/330,307
Feather Flex	2,071,924
Feather Flex & Design	2,028,271

CERTIFICATE OF ACKNOWLEDGEMENT

**FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT AND OMNIBUS AMENDMENT UNDER LOAN DOCUMENTS** dated as of October 2, 2002 (this "Amendment"), to the Amended and Restated Credit Agreement, dated as of November 5, 1999, among OUTLAND SPORTS, INC., a Missouri corporation (the "Borrower"), THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY (as successor by merger with IBJ WHITEHALL BANK & TRUST COMPANY) ("IBJ"), as a Bank and as agent for the Banks (in such capacity, the "Agent"), and LaSALLE BANK NATIONAL ASSOCIATION ("LaSalle"), as a Bank.

### **Preliminary Statement**

WHEREAS, the Borrower, the Banks and the Agent are parties to that certain Amended and Restated Credit Agreement, dated as of November 5, 1999, as amended by the First Amendment thereto dated as of December 21, 1999, the Second Amendment thereto dated as of July 25, 2000, and the Third Amendment thereto dated as of May 16, 2002 (the "Credit Agreement");

WHEREAS, IBJ has advised the Borrower and LaSalle that IBJ intends to assigns its Loans and other rights and obligations as a Bank under the Credit Agreement to Gemini Funding Limited, a Cayman Islands exempted company, in connection with a certain securitization transaction between IBJ and Greenwich Street Capital Partners;

WHEREAS, IBJ and LaSalle desire that, prior to the closing of such securitization transaction, LaSalle replace IBJ as Agent and Issuing Bank under the Credit Agreement and the other Loan Documents; and

WHEREAS, the parties hereto desire to consent to such replacement and to amend the Credit Agreement and the other Loan Documents in connection therewith;

NOW, THEREFORE, the parties hereby agree as follows:

## **SECTION 1. DEFINITIONS**

Capitalized terms used in this Amendment, including in the preliminary statements hereto, and not otherwise defined herein, shall have the meanings given to them in the Credit Agreement.

## **SECTION 2. AGENCY SUCCESSION; ISSUING BANK**

2.1 Pursuant to Section 10.09 of the Credit Agreement, (i) IBJ resigns as the Agent under the Credit Agreement and the other Loan Documents (IBJ, in such capacity as retiring Agent, is referred to herein as "Retiring Agent"), (ii) the Required Banks appoint

LaSalle as the successor Agent under the Credit Agreement and the other Loan Documents (LaSalle, in such capacity as successor Agent, is referred to herein as "Successor Agent") and (iii) Successor Agent accepts its appointment as the successor Agent under the Credit Agreement and the other Loan Documents.

2.2 In connection with the agency succession described in the foregoing Section 1.1, without the need for any further action, (i) Successor Agent shall succeed to and become vested with all of the rights, powers and appointments, powers and duties as Agent under the Loan Documents, (ii) Retiring Agent's appointment, powers and duties as Agent under the Loan Documents shall terminate, (iii) all protective provisions of the Credit Agreement set forth in Article X and Section 12.03 thereof shall inure to Retiring Agent's benefit as to any actions taken or omitted to be taken by Retiring Agent while it served as Agent under the Loan Documents or relating to any services provided by it following the Effective Date pursuant to Section 4.1 hereof, (iv) Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by Retiring Agent while it served as Agent under the Loan Documents, (v) each of Retiring Agent, Borrower, and the Banks authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments, and any real estate memoranda relating to the Mortgage, that Successor Agent deems necessary or desirable to evidence Successor Agent's succession as Agent under the Credit Agreement and the other Loan Documents, (vi) Retiring Agent agrees to promptly deliver to Successor Agent any tangible personal Collateral securing the Borrower Obligations that is currently in the possession of the Retiring Agent (such as stock certificates, notes and the like), (vii) Retiring Agent agrees to promptly deliver to Successor Agent a complete set of the Loan Documents in the possession of Retiring Agent, with original signatures attached (to the extent that the same are in the possession of Retiring Agent) and (viii) each of Retiring Agent, the Borrower and the Banks agree, upon the reasonable request of Successor Agent, to take such additional actions and to execute and deliver such other documents and instruments as Successor Agent may reasonably request to effect Successor Agent's succession as Agent under the Loan Documents (including, without limitation, the documents and instruments set forth on the Exhibit A attached hereto).

2.3 Retiring Agent represents and warrants to Successor Agent that, (i) while it has served as Agent under the Loan Documents, Retiring Agent has not executed any release or other discharge with respect to any portion of the Collateral securing the Borrower Obligations or with respect to any obligor for the Borrower Obligations (it being understood that the foregoing shall not apply to releases and discharges which may have occurred in accordance with the terms of the Loan Documents without the need for action by the Agent or Banks), (ii) no payment default exists with respect to any Loan as of the date hereof and (iii) it has not received written notice from the Borrower of the occurrence of any Events of Default which remain in existence as of the date hereof (except for any such Events of Default with respect to which Retiring Agent has provided LaSalle with notice).

2.4 The parties hereto agree that LaSalle shall replace IBJ as the "Issuing Bank" for all purposes under the Credit Agreement. In connection with this replacement,

without the need for any further action, (i) LaSalle shall succeed to and become vested with all of the rights, powers and duties of the Issuing Bank under the Credit Agreement, (ii) IBJ's powers and duties as the Issuing Bank under the Loan Documents shall terminate and (iii) LaSalle shall bear no responsibility for any actions taken or omitted to be taken by IBJ while it served as the Issuing Bank under the Credit Agreement.

### **SECTION 3. AMENDMENTS TO CREDIT AGREEMENT AND LOAN DOCUMENTS**

Subject to the satisfaction of conditions set forth in Section 8 below, the parties hereto agree to the following amendment to the Loan Documents:

3.1 Each reference to "IBJ Whitehall Bank & Trust Company, as Agent" or any reference of like import set forth in the Credit Agreement and the other Loan Documents shall be deleted and replaced with a reference to "LaSalle Bank National Association, as Agent".

3.2 The following provisions of the Credit Agreement shall be amended by deleting each reference to "IBJW" in such provisions and replacing it with a reference to "LaSalle":

- (a) the defined term "Agent" in Section 1.01;
- (b) the defined term "Concentration Account" in Section 1.01;
- (c) the defined term "Fee Letter" in Section 1.01;
- (d) the defined term "Issuing Bank" in Section 1.01;
- (e) the defined term "Prime Rate" in Section 1.01;
- (f) Section 2.22 (Collection of Accounts); and
- (g) Section 6.10 (Concentration Account).

3.3 The following definitions set forth in Section 1.01 of the Credit Agreement shall be amended and restated in their entirety as follows:

"Head Office" means the principal office of Agent, presently located at 135 South LaSalle Street, Chicago, IL 60603.

"Principal Office" means the principal office of LaSalle, presently located at 135 South LaSalle Street, Chicago, IL 60603.

3.4 The definition of "Security Documents" set forth in Section 1.01 of the Credit Agreement is amended by deleting the reference to "Assignment of Key Man Life Insurance Agreement" set forth therein and by inserting in substitution therefor a reference to "Assignment of Key Man Life Insurance Policy".

3.5 The following definitions shall be added to Section 1.01 of the Credit Agreement in their appropriate alphabetical order:

"LaSalle" means LaSalle Bank National Association.

"LaSalle Master Letter of Credit Agreement" means a master letter of credit agreement between LaSalle and Borrower substantially in the form attached as Exhibit B to the Fourth Amendment to Amended and Restated Credit Agreement and Omnibus Amendment under Loan Documents dated October 2, 2002.

"Lockbox Account" means any account maintained by Borrower at LaSalle in accordance with the provisions of "Collection of Accounts" (Section 2.22).

3.6 Section 2.05 and Section 2.09 of the Credit Agreement are amended by deleting each reference to "New York time" and "New York City time" set forth therein and by inserting a reference to "Chicago time" in substitution therefor.

3.7 Section 3.03 of the Credit Agreement is amended by adding the following additional proviso at the end thereof, as follows:

" ; provided, further, that as long as LaSalle is Issuing Bank, the terms of the LaSalle Master Letter of Credit Agreement shall govern and control in the event of any inconsistency between the terms of this Agreement and the terms of the LaSalle Master Letter of Credit Agreement. "

3.8 The parties hereto agree that each Bank's Pro Rata Shares are as set forth beneath its signature block hereto.

3.9 Successor Agent specifies that its address for any and all notices under the Credit Agreement and the other Loan Documents, and for the purposes of the definitions of "Agent's Office" and "Applicable Lending Office" in Section 1.01 of the Credit Agreement, shall be the address set forth under the signature block below.

#### SECTION 4. TRANSFERS OF ACCOUNTS

4.1 On or prior to the Effective Date, the Borrower shall notify all of its customers to remit all of their payments on any and all accounts receivable owed to the Borrower to the lock box account identified on Exhibit C attached hereto that has been

established by the Borrower with LaSalle. In addition, the Borrower agrees to close the concentration account, lock box account and any other account maintained by the Borrower with IBJ (collectively, the "Existing IBJ Accounts") no later than October 31, 2002 (except as may be additionally required with respect to the transition of the Borrower's lock box accounts).

4.2 From and after the Effective Date, IBJ agrees that (i) until the Existing IBJ Accounts have been closed, IBJ shall follow its usual operating procedures for depositing in the concentration account maintained by the Borrower with IBJ all remittances received by IBJ in respect of any accounts receivable owed to the Borrower and, to the extent that the amount of the collected funds in such concentration account on any Business Day exceeds \$25,000, IBJ shall wire transfer, in immediately available funds, all such collected funds to the concentration account identified on Exhibit C attached hereto that has been established by the Borrower with LaSalle (the "LaSalle Concentration Account") and (ii) subject to Section 4.3, upon the closing of the Existing IBJ Accounts, IBJ shall wire transfer, in immediately available funds, the balance of the funds on deposit in the Existing IBJ Accounts to the LaSalle Concentration Account and, with respect to any remittances received by IBJ in respect of any accounts receivable owed to the Borrower thereafter, IBJ shall promptly deliver the same to LaSalle at the address set forth beneath its signature block below. With respect to any returned items credited to the Existing IBJ Accounts, the Borrower agrees to reimburse IBJ within two Business Days following demand therefor. If the Borrower fails to so reimburse to IBJ the full amount of any such returned items, IBJ shall have the right to set off such amounts against any balances in the Existing IBJ Accounts; and, if the available funds in the Existing IBJ Accounts are insufficient for such reimbursement, Successor Agent will indemnify and hold IBJ harmless for the applicable amount to the extent Successor Agent received payment in respect thereof by paying such amount to IBJ.

4.3 The Borrower agrees to pay IBJ's customary fees and charges relating to any cash management or other services provided by IBJ after the Effective Date. In the event that the Borrower shall fail to pay IBJ's customary fees and charges relating to any cash management or other services required to be paid by the Borrower as described above promptly following receipt of an invoice therefor, IBJ shall have the right to set off such amounts against any balances in the IBJ Accounts.

4.4 From the Effective Date, for the purposes of the Credit Agreement, any reference to the Concentration Accounts, the Lock Box Account or any other account holding Cash Collateral shall mean a reference to the respective account that has been established by the Borrower with LaSalle designated for the applicable purpose; provided, that until the Existing IBJ Accounts have been closed, any remaining balances on deposit therein shall be deemed to be Cash Collateral and shall be considered part of the Collateral securing the Borrower Obligations.

4.5 In the event of any conflict between the terms of any agreement between the Borrower and IBJ regarding the Existing IBJ Accounts and the terms of this Section 4, the terms of this Section 4 shall govern.

## **SECTION 5. ASSIGNMENT OF LIENS**

As a supplement to and in no way in limitation of the provisions of Section 2 hereof, Retiring Agent hereby assigns all liens and security interests in the Collateral (including, without limitation, all Cash Collateral) to Successor Agent. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, from and after the Effective Date, (i) any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Retiring Agent as collateral representative of Successor Agent, (ii) any Collateral in the possession of Retiring Agent that has not yet been delivered to Successor Agent in accordance with Section 2.2(vi) shall be held by Retiring Agent as collateral representative of Successor Agent and (iii) until the Existing IBJ Accounts have been closed, any Cash Collateral on deposit therein shall be maintained by Retiring Agent as collateral representative of Successor Agent, subject to Section 4.2 and 4.3. The parties hereto agree that, except as specified in Section 4 hereof with respect to Cash Collateral in the Existing IBJ Accounts, Retiring Agent's role as collateral representative shall impose no duties, obligations or liabilities on Retiring Agent.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES.**

Each party to this Amendment represents and warrants to the other parties hereto that it has full power and authority to enter into this Amendment and to perform its obligations hereunder in accordance with the provisions hereof, that this Amendment has been duly authorized, executed and delivered by such party and that this Amendment constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

## **SECTION 7. CERTAIN FEES**

IBJ agrees to pay to LaSalle on the Effective Date a pro rata portion of the annual administrative fee previously received by IBJ in respect of the year ended November 5, 2002 pursuant to the Fee Letter between the Borrower and IBJ (which pro rata portion shall be based on the total number of days elapsed from the Effective Date through November 5, 2002 over a year of 365 days). In addition, IBJ agrees to pay or reimburse



Successor Agent promptly, in an amount of up to \$10,000, for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable fees and expenses of outside counsel to Successor Agent) incurred by Successor Agent in connection with the negotiation, preparation, execution and delivery of this Amendment and the documents, agreements and other instruments relating hereto.

## **SECTION 8. CONDITIONS PRECEDENT**

This Amendment shall become effective on such date as each of the following conditions precedent shall have been satisfied (the "Effective Date"):

(a) the Retiring Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Retiring Agent, the Successor Agent, the Banks and the Borrower;

(b) the Borrower shall have taken all actions required to be taken by it on or prior to the Effective Date pursuant to Section 4.1 hereof;

(c) the Borrower and LaSalle shall have executed and delivered a Fee Letter pursuant to which LaSalle shall be entitled to receive an annual administrative fee in consideration for its services as Successor Agent (and in an amount equal to the annual administrative fee payable to IBJ while it served as Agent), which Fee Letter shall replace the Fee Letter between the Borrower and IBJ and shall be substantially identical to such Fee Letter between Borrower and IBJ in form and substance; and

(d) as of the Effective Date, no event shall have occurred and be continuing that would constitute a Default or Event of Default (except for any Defaults or Events of Default that have been disclosed by the Borrower in writing to Agent and the Banks on or prior to the date hereof).

## **SECTION 9. REAFFIRMATION OF FORBEARANCE AGREEMENT**

Reference is hereby made to that certain Forbearance Agreement, dated as of August 1, 2002, by and among the parties hereto (the "Forbearance Agreement"). The terms of the Forbearance Agreement are hereby reaffirmed in all respects. In addition, with respect to the Events of Default identified in the Forbearance Agreement, nothing herein shall be deemed to constitute a waiver of any of Agent's or any Bank's rights or remedies against any Borrower or any other Person under the Credit Agreement, any of the other Loan Documents or applicable law; and Agent and each Bank expressly reserve all rights and remedies against Borrower under the Credit Agreement, the other Loan Documents and applicable law.

## **SECTION 10. MISCELLANEOUS**

10.1 Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Agent or any Bank under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

10.2 This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Banks. Neither the Borrower's rights or obligations hereunder or any interest therein, nor those of any affiliate thereof, may be assigned or delegated thereby without the prior written consent of all of the Banks.

10.3 In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

10.4 This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

10.5 THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

10.6 IBJ has informed the Borrower that it intends to sell, transfer and assign all of its interests, rights and obligations under the Credit Agreement and the other Loan Documents to IBJ Whitehall Funding 2002 Trust, a Delaware statutory business trust and an Affiliate of IBJ (the "Trust"); and that the Trust in turn will sell, transfer and assign all of its rights and obligations under the Credit Agreement and other Loan Documents in a securitization transaction to GSC Partners Gemini Fund Limited or an affiliate thereof (the "CLO"), a special purpose entity managed by Greenwich Street Capital Partners, L.P. or one of its affiliates as collateral manager for the CLO (the foregoing transactions referred to collectively as the "Loan Assignment"). In accordance with Section 12.04 of the Credit Agreement, consent of the Agent and the Borrower is required in connection with the Loan Assignment. The Retiring Agent, the Successor Agent and the Borrower hereby consent to the Loan Assignment. In addition, the Retiring Agent and the Successor Agent each waives any processing and recordation fee which would otherwise be owing under the Credit Agreement in connection with the Loan Assignment. Upon the consummation of the Loan

Assignment, IBJ agrees to promptly provide the Successor Agent with copies of the assignment documentation executed in connection with the same.

**10.7 Patent, Trademark and Copyright Filings.** For purposes of filing this Agreement with the United States Patent and Trademark Office and the Copyright Office of the United States, it is hereby confirmed that, for all purposes hereof, the term "Loan Documents" shall include, without limitation, (a) the Patent Interest Security Agreement dated as of June 5, 1998 and recorded, in respect of certain patents and patent applications of the Borrower, with the United States Patent and Trademark office on June 12, 1998 at Reel / Frame 9235/0711, (b) the Trademark Interest Security Agreement dated as of June 5, 1998 and recorded, in respect of certain trademarks and trademark applications of the Borrower, with the United States Patent and Trademark office on June 12, 1998 at Reel / Frame 1741/0370 and (c) the Copyright Security Interest Agreement dated as of June 5, 1998 and recorded, in respect of certain copyrights of the Borrower, with the Copyright Office of the United States on June 15, 1998 at Volume / Page 3417 / 278.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**OUTLAND SPORTS, INC.**  
as Borrower

By: J. Phil Mend  
Name: L. NICK MENDOZA  
Title: Chief Financial Officer

**THE INDUSTRIAL BANK OF JAPAN  
TRUST COMPANY, as a Bank and as Retiring  
Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pro Rata Shares:  
Revolving Credit Commitment: \_\_\_\_\_  
Term Loan A: \_\_\_\_\_  
Term Loan B: \_\_\_\_\_

**LASALLE BANK NATIONAL  
ASSOCIATION, as a Bank, as Issuing Bank and  
as Successor Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pro Rata Shares:  
Revolving Credit Commitment: \_\_\_\_\_  
Term Loan A: \_\_\_\_\_  
Term Loan B: \_\_\_\_\_

Address for Notices:

135 South LaSalle Street  
Chicago, IL 60603  
Attention: Mr. David Stang  
Telecopy No.: (312) 606-8423

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OUTLAND SPORTS, INC.  
as Borrower

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE INDUSTRIAL BANK OF JAPAN  
TRUST COMPANY, as a Bank and as Retiring Agent

By:           M W D            
Name: MARK WESTERLAND  
Title: DIRECTOR

Pro Rata Shares:  
Revolving Credit Commitment: \$5,934,783.17  
Term Loan A: \$2,725,155.78  
Term Loan B: \$3,633,539.39

LASALLE BANK NATIONAL  
ASSOCIATION, as a Bank, as Issuing Bank and as Successor Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pro Rata Shares:  
Revolving Credit Commitment: \_\_\_\_\_  
Term Loan A: \_\_\_\_\_  
Term Loan B: \_\_\_\_\_

Address for Notices:

135 South LaSalle Street  
Chicago, IL 60603  
Attention: Mr. David Stang  
Telecopy No.: (312) 606-8423

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OUTLAND SPORTS, INC.  
as Borrower

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE INDUSTRIAL BANK OF JAPAN  
TRUST COMPANY, as a Bank and as Retiring  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pro Rata Shares:  
Revolving Credit Commitment: \_\_\_\_\_  
Term Loan A: \_\_\_\_\_  
Term Loan B: \_\_\_\_\_

LASALLE BANK NATIONAL  
ASSOCIATION, as a Bank, as Issuing Bank and  
as Successor Agent

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

Pro Rata Shares:  
Revolving Credit Commitment: \$4,565,216.83  
Term Loan A: \$2,096,273.22  
Term Loan B: \$2,795,031.65

Address for Notices:  
  
135 South LaSalle Street  
Chicago, IL 60603  
Attention: Mr. David Stang  
Telecopy No.: (312) 606-8423

## CONSENT AND REAFFIRMATION

George K. Baum Capital Partners, L.P., a Delaware limited partnership, hereby (i) acknowledges receipt of a copy of the Fourth Amendment to Amended and Restated Credit Agreement and Omnibus Amendment under Loan Documents dated as of October 2, 2002 (the "Agreement"; capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among Outland Sports, Inc., LaSalle Bank National Association and IBJ Whitehall Bank & Trust, (ii) consents to such Agreement and each of the transactions referenced therein and (iii) hereby acknowledges the resignation, appointment and assignment contained in the Agreement and agrees, in its respective capacities as debtor, obligor, grantor, mortgagor, pledgor, guarantor, surety, indemnitor, assignor and each other similar capacity, if any, in which any such entity has previously granted Liens on all or any part of its real, personal or intellectual property pursuant to the Credit Agreement or any other Loan Document, or has guaranteed the obligations of the Borrower under the Credit Agreement or any other Loan Document, that such resignation, appointment and assignment shall not affect in any way all or any of such Liens or repayment obligations of such entity, all of which Liens and repayment obligations remain and shall continue to in full force and effect and each of which is hereby ratified, confirmed and reaffirmed in all respects.

GEORGE K. BAUM CAPITAL PARTNERS, L.P.

By William D. Long as  
 Its Senior Managing Director  
of George K. Baum Private  
Investment Partners, The  
General Partner of  
George K. Baum Capital Partners, L.P.

Exhibit A

OUTLAND SPORTS, INC.

FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT  
AND OMNIBUS AMENDMENT UNDER LOAN DOCUMENTS

CLOSING CHECKLIST

1. Fourth Amendment
  - (a) LaSalle Master Letter of Credit Agreement
2. New Fee Letter
3. Amended and Restated Security Agreement
  - a. Collateral Schedule to Amended and Restated Security Agreement
4. UCC-3 Assignments / Amendments necessary to reflect "LaSalle Bank National Association, as Agent" as Secured Party with respect to each UCC-1 Financing Statements filed against the Borrower
5. Assignments / Amendments necessary to reflect "LaSalle Bank National Association, as Agent" as the holder of the lien with respect to each item of federally-registered intellectual property of the Borrower
  - a. Trademark Security Agreement
  - b. Patent Security Agreement
6. Memorandum of Assignment and Appointment of Successor Agent re Deed of Trust for Property located in Newton County, Missouri
7. Original stock certificates, together with stock powers, for the Borrower
8. Copies of the documentation evidencing the assignment of loans provided for in Section 10.6
9. Documentation necessary to appropriately reflect "LaSalle Bank National Association, as Agent" with respect to insurance policies (which documentation shall, among other things, include (i) a Certificate of General Liability Insurance (Accord 25 Certificate), naming LaSalle as additional insured and loss payee, (ii) evidence of Business Personal Property Insurance, Real Property Insurance and Business Interruption Insurance (Accord 27 Certificate) naming LaSalle as lenders loss payee (with respect to business personal property), mortgagee (with respect to



real property) and additional insured (with respect to Business Interruption Insurance))

10. A copy of the Key Man Life Insurance Policy with respect to James Huntington and an original Notice of Assignment with respect thereto in favor of LaSalle, as agent
11. The original of the \$4,565,216.83 Amended and Restated Revolving Credit Note dated August 1, 2002 and issued by the Borrower to LaSalle
12. A Secretary's Certificate of the Company as to charter, bylaws, incumbency and resolutions
13. Notices to Third Parties
  - a. Banc One Mezzanine Corporation re Note and Membership Interest Purchase Agreement dated July 24, 2000
  - b. T.E. Branscum, as trustee of the T.E. Branscum Revocable Trust re Subordinated Note Subject to Offset dated July 18, 1997
  - c. Paul Meeks re Noncompetition and Confidentiality Agreement dated November 5, 1999 and Landlord's Waiver and Consent dated November 3, 1999
14. Good Standing Certificates of the Borrower in jurisdiction of organization

Exhibit B

Master Letter of Credit Agreement

See Attached

Exhibit C

LaSalle Lockbox Account  
And Concentration Account

Lockbox Account:

LaSalle Bank National Association  
135 South LaSalle Street  
Chicago, Illinois 60603  
Account Number 5800324955

Concentration Account:

Bank Name: LaSalle Bank National Association  
ABA # 071-000-505  
Attn: Mr. David Stang  
Re: Outland Sports, Inc.  
Account Number 5590055835