

02-26-2003



DP

Form **PTO-1594**
10/02

102372887
TRADEMARKS ONLY

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

OMB No. 0651-0027 (exp. 6/30/2005)

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):

Franklin Sports, Inc.

2-20-03

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

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal

Address:

Street Address: One Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island corporation
- 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

3. Nature of conveyance:

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

Execution Date: 01/15/03

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

A. Trademark Application No.(s) 76/418,139

B. Trademark Registration No.(s) 669,836;
900,688; 905,449; 1,011,621;

Additional number(s) attached Yes No

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

Name: Jodie Salasny

Internal Address:

Street Address: Palmer & Dodge LLP

111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved:

50

7. Total fee (37 CFR 3.41).....\$ 1265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16/0085

DO NOT USE THIS SPACE

9. Signature.

02/25/2003 DBYRNE 00000114 76418139

Jodie Salasny
Name of Person Signing

40.00 OP
1225.00 OP

Jodie Salasny
Signature

2/19/03
Date

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

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

SCHEDULE A

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER NO</u>	<u>FILED</u>	<u>TITLE</u>
669,836	11/18/1958	72/044,171	01/17/1958	FIELD-FLEX
900,688	10/13/1970	72/322,160	03/19/1969	"THE BACKHANDER" (Stylized)
905,449	01/05/1971	72/341,921	10/28/1969	FRANKLIN
1,011,621	05/27/1975	73/026,652	07/12/1974	SHOK-SORB
1,198,898	06/22/1982	73/266,186	06/13/1980	COROLAC (Stylized)
1,285,305	07/10/1984	73/363,457	05/07/1982	THE INTIMIDATOR
1,402,240	07/22/1986	73/520,220	02/01/1985	REJECTOR
1,443,363	06/16/1987	73/615,934	08/21/1986	FRANKLIN FUTURE CHAMPS
1,518,982	01/03/1989	73/709,665	02/05/1988	ROLL-A-PUCK
1,601,103	06/12/1990	73/835,269	10/27/1989	NEON BRITE
1,646,155	05/28/1991	74/073,437	06/28/1990	NEON BRITE
1,658,263	09/24/1991	74/036,609	03/09/1990	FRANKLIN
1,659,012	10/01/1991	74/121,584	12/07/1990	NOBODY PLAYS THE GAME BETTER
1,666,840	12/03/1991	74/112,723	11/02/1990	BUZZER BEATER
1,706,032	08/04/1992	74/091,037	08/23/1990	DESIGN
1,793,765	09/21/1993	74/355,865	02/05/1993	SOFT STRIKE
1,813,256	12/28/1993	74/103,506	10/05/1990	DR. GLOVE
1,840,655	06/21/1994	74/431,429	08/31/1993	HARD COURT
1,869,590	12/27/1994	74/472,723	12/21/1993	FRANKLIN (Stylized)
1,872,498	01/10/1995	74/471,795	12/17/1993	FRANKLIN SPORTS & Des
1,873,977	01/17/1995	74/472,939	12/21/1993	F & Des
1,875,371	01/24/1995	74/472,940	12/21/1993	FRANKLIN (Stylized)
1,877,173	01/31/1995	74/356,210	02/05/1993	FUZZ SPORT
1,895,059	05/23/1995	74/450,356	10/20/1993	NO ONE HAS A BETTER FEEL FOR THE GAME
1,902,647	07/04/1995	74/450,357	10/20/1993	NO ONE HAS A BETTER FEEL FOR THE GAME & Des.
1,907,886	07/25/1995	74/472,092	12/17/1993	FRANKLIN SPORTS
1,920,984	09/19/1995	74/356,208	02/05/1993	SOFT SPIKE
1,923,827	10/03/1995	74/473,717	12/21/1993	FRANKLIN FUTURE CHAMPS & Des
1,928,145	10/17/1995	74/593,659	11/01/1994	LOGO LOCK & Des
1,932,182	10/31/1995	74/472,957	12/21/1993	F & Des
1,933,954	11/07/1995	74/473,680	12/21/1993	FRANKLIN (Stylized)
1,941,584	12/12/1995	74/473,681	12/21/1993	F & Des

TRADEMARK**REEL: 002670 FRAME: 0838**

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER NO</u>	<u>FILED</u>	<u>TITLE</u>
1,954,509	02/06/1996	74/587,706	10/20/1994	AIR COOLED DESIGN ACD
1,975,438	05/21/1996	74/592,759	10/31/1994	FRANKLIN AGS ACTIVE GRAVITY SYSTEM
1,981,115	06/18/1996	74/701,764	07/17/1995	STREET EDGE
1,986,610	07/16/1996	74/594,136	11/01/1994	DIGITAL GRIOP TECHNOLOGY & Des
1,990,687	08/06/1996	74/540,697	06/21/1994	FRANKLIN FUTURE CHAMPS & Des
1,992,389	08/13/1996	74/551,093	07/19/1994	FRANKLIN FUTURE CHAMPS & Des
2,009,047	10/15/1996	74/620,232	01/10/1995	SPORT-YO
2,012,649	10/29/1996	74/622,960	01/19/1995	EURO TECH
2,030,767	01/14/1997	74/593,660	11/01/1994	ACD AIR COOLED DESIGN 1990
2,053,686	04/15/1997	75/115,546	06/07/1996	CARBON FIBRE
2,095,886	09/09/97	75/042,167	01/11/96	T.H.T. TOTAL HOCKEY TECHNOLOGY
2,098,216	09/16/1997	75/048,838	01/26/1996	ACD-2 AIR COOLED DESIGN & Des.
2,120,176	12/09/1997	74/594,139	11/01/1994	ACD AIR COOLED DESIGN
2,177,644	07/28/1998	75/042,165	01/11/1996	THT TOTAL HOCKEY TECHNOLOGY
2,179,435	08/04/1998	75/212,520	12/12/1996	PRO TRAX
2,242,265	04/27/1999	75/446,149	03/06/1998	HAMPER HOOP
2,246,168	05/18/1999	75/479,619	05/05/1998	THROW N' SPLASH
		76/418,139	06/10/2002	FAN FACE

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Franklin Sports, Inc. (the "Pledgor"), a Delaware corporation whose principal place of business is located at 17 Campanelli Parkway, Stoughton, Massachusetts is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS Pledgor has entered into that certain Amended and Restated Credit and Security Agreement dated as of January 15, 2003 (the "Credit Agreement") between the Pledgor and Fleet Capital Corporation (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of January, 2003.

FRANKLIN SPORTS, INC.

By: George Small
Name: GEORGE SMALL
Title: VICE-PRESIDENT / FINANCE

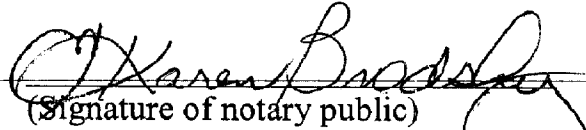
FLEET CAPITAL CORPORATION

By: _____
Name:
Title:

Commonwealth of Massachusetts

County of Plymouth

On this 15th day of January, 2003, before me personally appeared George Small, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Franklin Sports, Inc. with authority to do so.


(Signature of notary public)

My commission expires: 6/2/06

Commonwealth of Massachusetts

County of _____

On this _____ day of _____, 2003, before me personally appeared _____, the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.

(Signature of notary public)

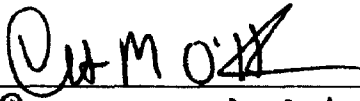
My commission expires: _____

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of January, 2003.

FRANKLIN SPORTS, INC.

By: _____
Name:
Title:

FLEET CAPITAL CORPORATION

By: 
Name: CHRISTOPHER M. O'HALLORAN
Title: VICE PRESIDENT

Commonwealth of Massachusetts

County of _____

On this _____ day of _____, 2003, before me personally appeared _____, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Franklin Sports, Inc. with authority to do so.

(Signature of notary public)

My commission expires: _____

Commonwealth of Massachusetts

County of Suffolk

On this 9TH day of JANUARY, 2003, before me personally appeared CHRISTOPHER M. O'HANLON, the person who signed this instrument and who acknowledged that he/she signed it as a free act on behalf of Fleet Capital Corporation with authority to do so.

Jolanta M. Bialek
(Signature of notary public)

My commission expires: 5/9/08

JOLANTA M. BIALEK, NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 9, 2008



PALMER & DODGE LLP

111 HUNTINGTON AVENUE AT PRUDENTIAL CENTER
BOSTON, MA 02199-7613

JODIE E. SALASNY
617.239.0187
jsalasny@palmerdodge.com

February 19, 2003

By Overnight Mail

Commissioner of Patents & Trademarks
United States Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

Re: Franklin Sports, Inc. - Trademarks

Dear Sir/Madam:

Enclosed for recording, please find a Security Agreement (Trademarks) between Franklin Sports, Inc. and Fleet Capital Corporation.

A cover sheet as required under 37 C.F.R. §3.31 and a check to cover the recording fee is enclosed. If the fee is insufficient, the balance may be charged to the deposit account of the undersigned, Deposit Account No. 16/0085.

I look forward to return of the document after recordation. Please return said document to my attention at the letterhead address. Please feel free to contact me at the above number if you have any questions.

Regards,

Jodie E. Salasny
Legal Assistant
Enclosures

cc: Matthew V.P. McTygue

4. Additional Trademark Registration Numbers

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER NO</u>	<u>FILED</u>	<u>TITLE</u>
1,198,898	06/22/1982	73/266,186	06/13/1980	COROLAC (Stylized)
1,285,305	07/10/1984	73/363,457	05/07/1982	THE INTIMIDATOR
1,402,240	07/22/1986	73/520,220	02/01/1985	REJECTOR
1,443,363	06/16/1987	73/615,934	08/21/1986	FRANKLIN FUTURE CHAMPS
1,518,982	01/03/1989	73/709,665	02/05/1988	ROLL-A-PUCK
1,601,103	06/12/1990	73/835,269	10/27/1989	NEON BRITE
1,646,155	05/28/1991	74/073,437	06/28/1990	NEON BRITE
1,658,263	09/24/1991	74/036,609	03/09/1990	FRANKLIN
1,659,012	10/01/1991	74/121,584	12/07/1990	NOBODY PLAYS THE GAME BETTER
1,666,840	12/03/1991	74/112,723	11/02/1990	BUZZER BEATER
1,706,032	08/04/1992	74/091,037	08/23/1990	DESIGN
1,793,765	09/21/1993	74/355,865	02/05/1993	SOFT STRIKE
1,813,256	12/28/1993	74/103,506	10/05/1990	DR. GLOVE
1,840,655	06/21/1994	74/431,429	08/31/1993	HARD COURT
1,869,590	12/27/1994	74/472,723	12/21/1993	FRANKLIN (Stylized)
1,872,498	01/10/1995	74/471,795	12/17/1993	FRANKLIN SPORTS & Des
1,873,977	01/17/1995	74/472,939	12/21/1993	F & Des
1,875,371	01/24/1995	74/472,940	12/21/1993	FRANKLIN (Stylized)
1,877,173	01/31/1995	74/356,210	02/05/1993	FUZZ SPORT
1,895,059	05/23/1995	74/450,356	10/20/1993	NO ONE HAS A BETTER FEEL FOR THE GAME
1,902,647	07/04/1995	74/450,357	10/20/1993	NO ONE HAS A BETTER FEEL FOR THE GAME & Des.
1,907,886	07/25/1995	74/472,092	12/17/1993	FRANKLIN SPORTS
1,920,984	09/19/1995	74/356,208	02/05/1993	SOFT SPIKE
1,923,827	10/03/1995	74/473,717	12/21/1993	FRANKLIN FUTURE CHAMPS & Des
1,928,145	10/17/1995	74/593,659	11/01/1994	LOGO LOCK & Des
1,932,182	10/31/1995	74/472,957	12/21/1993	F & Des
1,933,954	11/07/1995	74/473,680	12/21/1993	FRANKLIN (Stylized)
1,941,584	12/12/1995	74/473,681	12/21/1993	F & Des
1,954,509	02/06/1996	74/587,706	10/20/1994	AIR COOLED DESIGN ACD
1,975,438	05/21/1996	74/592,759	10/31/1994	FRANKLIN AGS ACTIVE GRAVITY SYSTEM
1,981,115	06/18/1996	74/701,764	07/17/1995	STREET EDGE

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER NO</u>	<u>FILED</u>	<u>TITLE</u>
1,986,610	07/16/1996	74/594,136	11/01/1994	DIGITAL GRIOP TECHNOLOGY & Des
1,990,687	08/06/1996	74/540,697	06/21/1994	FRANKLIN FUTURE CHAMPS & Des
1,992,389	08/13/1996	74/551,093	07/19/1994	FRANKLIN FUTURE CHAMPS & Des
2,009,047	10/15/1996	74/620,232	01/10/1995	SPORT-YO
2,012,649	10/29/1996	74/622,960	01/19/1995	EURO TECH
2,030,767	01/14/1997	74/593,660	11/01/1994	ACD AIR COOLED DESIGN 1990
2,053,686	04/15/1997	75/115,546	06/07/1996	CARBON FIBRE
2,095,886	09/09/97	75/042,167	01/11/96	T.H.T. TOTAL HOCKEY TECHNOLOGY
2,098,216	09/16/1997	75/048,838	01/26/1996	ACD-2 AIR COOLED DESIGN & Des.
2,120,176	12/09/1997	74/594,139	11/01/1994	ACD AIR COOLED DESIGN
2,177,644	07/28/1998	75/042,165	01/11/1996	THT TOTAL HOCKEY TECHNOLOGY
2,179,435	08/04/1998	75/212,520	12/12/1996	PRO TRAX
2,242,265	04/27/1999	75/446,149	03/06/1998	HAMPER HOOP
2,246,168	05/18/1999	75/479,619	05/05/1998	THROW N' SPLASH