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02-21-2003



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

and original documents or copy thereof.

To the Honorable Commissioner

102369227

1. Name of conveying party(ies): The Ski Market Ltd., Inc.

02.14.03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Resubmitted for Recordation

Execution Date: 01/15/03

2. Name and address of receiving party(ies)

Name: LaSalle Retail Finance

Internal Address:

Street Address: 25 Braintree Hill Office Park

City: Braintree State: MA Zip: 02184

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

B. Trademark Registration No.(s) 1,516,818

1,126,761 1,867,339

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki

Name of Person Signing

Signature

Signature

2/13/03

Date

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK REEL: 002675 FRAME: 0200

Receiving Party(ies)

A Division of LaSalle Business Credit, LLC, as agent for Standard Federal
Bank National Association
25 Braintree Hill Office Park
Braintree, MA 02184

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

LaSalle Retail Finance

January 15, 2003

**THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT
(this "Agreement") is made between**

**LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as agent for
Standard Federal Bank National Association, a corporation with its offices at 25 Braintree
Hill Office Park, Braintree, Massachusetts 02184 (the "Lender"),**

and

**The Ski Market Ltd., Inc., a Massachusetts corporation with its principal executive
offices at 35 Second Avenue, Waltham, Massachusetts 02451 (the "Debtor")**

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

**WHEREAS, the Debtor has entered into a certain Loan and Security Agreement dated as of
January 15, 2003 (as such may be amended, modified, supplemented or restated hereafter, the "Loan
Agreement") with the Lender, pursuant to which the Lender has agreed, among other things, to make
certain Revolving Credit Loans to the Debtor. Terms used herein which are defined in the Loan
Agreement are used as so defined.**

**WHEREAS, it is a condition precedent to the Lender making the Revolving Credit Loans or
otherwise extending credit to the Debtor under the Loan Agreement that the Debtor executes and
delivers to the Lender this Agreement.**

**WHEREAS, the Debtor wishes to grant pledges and security interests in favor of the Lender,
as herein provided.**

**NOW, THEREFORE, in consideration of the premises contained herein and for other good
and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties
hereto agree as follows:**

**1. GRANT OF SECURITY INTEREST: To secure the Liabilities, the Debtor hereby creates
a security interest in favor of the Lender, with power of sale (which power of sale shall be**

exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

(a) All of the Debtor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of the Debtor's rights corresponding to any of the foregoing throughout the world.

2. **PROTECTION OF MARKS BY DEBTOR:** Except as set forth below in this Section 2, the Debtor shall undertake the following with respect to each of the items respectively described in Sections 1(a) and 1(b) (collectively, the "Marks"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Debtor's sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At the Debtor's sole cost, expense, and risk, take any and all action which the Debtor deems desirable to protect the Marks, including, without limitation, but subject to Debtor's discretion, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, the Debtor shall have no obligation to use or to maintain any Mark (i) that relates solely to any product, that has been discontinued, abandoned or terminated or (ii) that has been replaced with a Mark substantially similar to the Mark that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such replacement Mark and so long as such replacement

Mark is subject to the lien created by this Agreement.

3. **DEBTOR'S REPRESENTATIONS AND WARRANTIES:** The Debtor represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Debtor.

(b) All TM Collateral is, and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and liens, Encumbrances and security interests in favor of the Lender.

(c) The Debtor shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Debtor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Debtor's right to sell products containing the trademarks of others in the ordinary course of the Debtor's business).

(ii) The Debtor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than the Debtor's right to sell products containing the trademarks of others in the ordinary course of the Debtor's business).

(iii) The Debtor's entering into any new trademark license agreement or service mark license agreement.

4 **AGREEMENT APPLIES TO FUTURE MARKS:**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 3(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

(b) The Debtor hereby authorizes the Lender to take all such reasonable action to protect the Lender's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

5. DEBTOR'S RIGHTS TO ENFORCE MARKS: Prior to the Lender's giving of notice to the Debtor following the occurrence of an Event of Default, the Debtor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Debtor to protect the Marks against encroachment by third parties, *provided, however:*

(a) The Debtor first provides the Lender with written notice of the Debtor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by the Debtor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence of any Event of Default, the Lender, by notice to the Debtor may terminate or limit the Debtor's rights under this Section 5.

6. LENDER'S ACTIONS TO PROTECT MARKS: In the event of:

(a) the Debtor's failure, within five (5) days of written notice from the Lender, to cure any failure by the Debtor to perform any of the Debtor's obligations hereunder; and/or

(b) the occurrence and continuance of any Event of Default,

the Lender, acting in its own name or in that of the Debtor, may (but shall not be required to) act in the Debtor's place and stead and/or in the Lender's own right in connection therewith.

7. RIGHTS UPON DEFAULT: Upon the occurrence of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

8. LENDER AS ATTORNEY IN FACT:

(a) The Debtor hereby irrevocably constitutes and designates the Lender as and for the Debtor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced herein.

(ii) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8(a) herein, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Debtor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

9. LENDER'S RIGHTS:

(a) Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

10. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.


11. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Debtor and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTOR:

THE SKI MARKET LTD., INC.

By: 
Name: Andrew Ferguson
Title: President

LENDER:


**LASALLE RETAIL FINANCE,
A Division of LaSalle Business Credit, LLC,
As agent for Standard Federal Bank National
Association**

By: 
Name: Francis D. O'Connor
Title: Senior Vice President

Commonwealth of Massachusetts
County of Suffolk, S.S.

Then personally appeared before me Andrew Ferguson, who acknowledged that such person is the duly authorized President of The Ski Market Ltd., Inc., and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 15th day of January, 2003




Susan L. Carraker, Notary Public
My Commission Expires:
MARCH 28, 2003

Commonwealth of Massachusetts
County of Suffolk, S.S.

Then personally appeared before me Francis D. O'Connor, who acknowledged that such person is the duly authorized Senior Vice President of LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as agent for Standard Federal Bank National Association, and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 15th day of January, 2003



Susan L. Carraker, Notary Public
My Commission Expires:
MARCH 28, 2003

EXHIBIT A

Debtor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SKI MARKET	1,516,818	December 13, 1988
ST. MORITZ	1,126,761	November 13, 1979
UNDERGROUND SNOWBOARD	1,867,339	December 13, 1994

Trademark Applications

MARK SERIAL NUMBER FILING DATE

NONE