

05-08-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

5-6-03

RECORDATION TRADEMARK 102442822

DEPARTMENT OF COMMERCE 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):  
Planet Earth Skateboards, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State of California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Bank One, NA  
Internal 1717 Main Street, 3rd Floor  
Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: Dallas State: Texas Zip: 75201

Individual(s) citizenship \_\_\_\_\_  
 Association (national banking 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76/401,085

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See attached list

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Cathryn Berryman  
 Internal Address: Jenkins & Gilchrist, P.C.  
 1445 Ross Avenue, Suite 3200  
 Dallas, Texas 75202-2799  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 215.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 If check is not received with this correspondence, or additional fees are required, please charge to Deposit Account 10-0447.  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*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.*

Cathryn Berryman                      *Cathryn Berryman*                      5-1-03  
 Name of Person Signing                      Signature                      Date

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

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
MAY - 6 PM 6:25

05/06/2003 LHMELLER 00000007 76401085

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

01 FC:0521 40.00 OP  
02 FC:0522 175.00 OP

TRADEMARK REEL: 002727 FRAME: 0749

**List of Trademarks**

**Planet Earth Skateboards, Inc.**

<b>TRADEMARK</b>	<b>REGISTRATION/SERIAL NO.</b>
PLANET EARTH	2,183,202
ADIO	2,525,838
A and Design	2,601,801
PLANET EARTH	2,185,219
MISC. DESIGN	2,512,570
MISC. DESIGN	2,307,849
ADIO	2,373,389

**TRADEMARK SECURITY AGREEMENT**  
(Planet Earth Skateboards, Inc.)

This Trademark Security Agreement ("Agreement") is between Planet Earth Skateboards, Inc., a California corporation (the "Debtor"), and Bank One, NA, a national banking association (the "Secured Party"), acting in its capacity as contractual representative under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Credit Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among K2 Inc. and each of its Subsidiaries party thereto, the Lenders party thereto, and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Pledge and Security Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party, for the benefit of the Secured Party and the Lenders, a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the U.S. Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party, for the benefit of the Secured Party and the Lenders, to secure the payment of the U.S. Obligations, a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing,

(iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

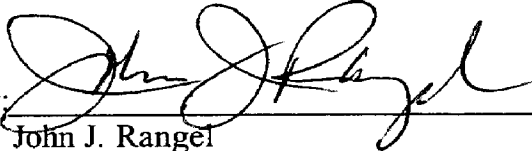
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 25<sup>th</sup> day of March, 2003.

DEBTOR:

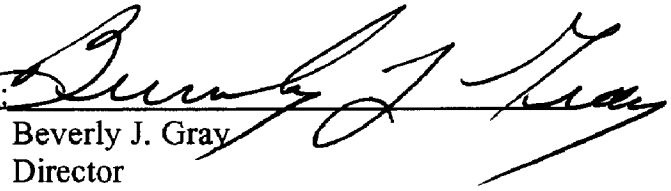
PLANET EARTH SKATEBOARDS, INC.

By:   
John J. Rangel

Senior Vice President

SECURED PARTY:

BANK ONE, NA, as Agent

By:   
Beverly J. Gray  
Director

Schedule I  
to

Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Planet Earth Skateboards, Inc.	US	PLANET EARTH	74/667,725/2,183,202	8-25-1998	High performance skateboards and skateboard wheels, not for sale in any establishment which sells primarily food and/or beverages for consumption on the premises	None listed	Registered
Planet Earth Skateboards, Inc.	US	ADIO	75/828,143/2,525,838	1-1-2002	Luggage, tote bags, backpacks, shoulder bags, duffel bags, flight packs and carry-on bags, knapsacks, rucksacks, day packs, internal frame packs, fanny packs, all-purpose sport bags	Assignment dated 9-11-2002 from K-2 Corporation to Planet Earth Skateboards, Inc.	Registered
Planet Earth Skateboards, Inc.	US	A and Design	75/828,102/2,601,801	7-30-2002	Luggage, tote bags, backpacks, shoulder bags, duffel bags, flight packs and carry-on bags, knapsacks, rucksacks, day packs, internal frame packs, fanny packs, all-purpose sports bags	Assignment dated 9-11-2002 to Planet Earth Skateboards, Inc. from K-2 Corporation	Registered
Planet Earth Skateboards, Inc.	US	PLANET EARTH	76/336,010	11-9-2001	Backpacks, duffel bags, rucksacks, knapsacks, day packs, tote bags, all purpose sport bags, luggage	None listed	Abandoned; failure to respond
Planet Earth Skateboards, Inc.	US	PLANET EARTH	74/602,817/2,185,219	9-1-1998	Clothing, namely pants, shirts, t-shirts, sweatshirts, jackets, hats and shorts, not for sale in any establishment which sells primarily food and/or beverages for consumption on the premises	None listed	Registered

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Planet Earth Skateboards, Inc.	California	PLANET EARTH PRODUCTS	96,766	12-7-1992	Clothing including shirts, pants, jackets	None listed	Registered
Planet Earth Skateboards, Inc.	US	EARTH & DESIGN	76/401,085	4-26-2002	Footwear, clothing, namely shirts, sweatshirts, t-shirt, sweaters, hats, jackets, windbreakers, vests, parkas, pants, jeans, shorts, swimwear, socks, belts	None listed	Pending, Non- final action mailed
Planet Earth Skateboards, Inc.	US	MISC. DESIGN	76/216,406/2,512,570	11-27-2001	Shoes, clothing, namely shirts, t-shirts, sweatshirts, hats and socks	None listed	Registered
Planet Earth Skateboards, Inc.	US	MERCURY	76/216,402	2-23-2001	Skateboards, skateboard trucks and parts and accessories thereof	None listed	Pending, Non- final action mailed
Planet Earth Skateboards, Inc.	US	MISC. DESIGN	75/403,121/2,307,849	1-11-2000	Clothing, namely shoes, shirts, t-shirts, sweatshirts and caps	None listed	Registered
Planet Earth Skateboards, Inc.	US	ADIO	75/403,107/2,373,389	8-1-2000	Clothing, namely shoes, shirts, t-shirts, sweatshirts, jackets, hats, caps, gloves, pants, shorts and socks	None listed	Registered
Planet Earth Skateboards, Inc.	US	RHYTHM	74/668,683/2,094,048	9-9-1997	Athletic wear and sportswear, namely, pant, shirts, t-shirts, sweatshirts, jackets, hats, and shorts, excluding underwear, suits, pajamas, slips, undershirts, and apparel specifically directed to women	None listed	Registered
Planet Earth Skateboards, Inc.	US	RHYTHM SKATEBOARDS	74/648,302/1,957,769	2-20-1996	Sporting goods, namely skateboards, and skateboard wheels	None listed	Registered, Sec. 8 & 15 affidavit filed
Planet Earth Skateboards, Inc.	UK	ADIO	2279117	6-14-2002	Footwear	None listed	Registered
Planet Earth Skateboards, Inc.	CANADA	ADIO	TMA525,230	3*17-2000	Clothing, namely shirts, t- shirts, sweatshirts, jackets, hats, caps, gloves, footwear namely shoes		Registered

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT (Planet Earth Skateboards, Inc.) - Page 2

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Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Planet Earth Skateboards, Inc.	CANADA	A & DESIGN	TMA1159,407	12-10-2002	Footwear and clothing	None listed	Registered
Planet Earth Skateboards, Inc.	CANADA	H & DESIGN	TMA1113,722	1-29-2003 (Publication date)	Shoes, clothing namely shirts, t-shirts, sweatshirts, hats and socks	None listed	Pending; Approved for Publication, Published
Planet Earth Skateboards, Inc.	CANADA	EARTH & DESIGN	TMA1096,868	3-21-2001	Clothing, namely pants, shirts, t-shirts, sweatshirts, jackets, hats and shorts, skateboards and skateboard wheels	None listed	Pending; Examiner's Report mailed
Planet Earth Skateboard, Inc.	CANADA	PLANET EARTH & DESIGN	TMA1096,867	3-21-2001	Clothing, namely pants, shirts, t-shirts, sweatshirts, jackets, hats and shorts, skateboards and skateboard wheels	None listed	Pending; Examiner's Report mailed
Planet Earth Skateboards, Inc.	CTM	MISC. DESIGN	2930832	11-12-2002	Footwear and clothing	None listed	Pending - Unpublished
Planet Earth Skateboards, Inc.	CTM	EARTH & DESIGN	2907608	10-25-2002	Footwear, clothing, namely shirts, sweatshirts, t-shirts, sweaters, hats, jackets, windbreakers, vests, parkas, pants, jeans, shorts, swimwear, socks, belts	None listed	Pending - unpublished
Planet Earth Skateboard, Inc.	CTM	MISC. DESIGN	2349413	9-23-2001	Shoes, clothing, namely shirts, t-shirts, sweatshirts, hats and socks	None listed	Registered
Planet Earth Skateboard, Inc.	CTM	ADIO	1625789	6-19-2001	Luggage, tote bags, backpacks, shoulder bags, duffel bags, flight packs, and carry-on bags, knapsacks, rucksacks, day packs, internal frame packs, fanny packs, all-purpose sport bags	None listed	Registered
Planet Earth Skateboard, Inc.	CTM	PLANET EARTH	1344050	10-14-1999	Snowboards, skateboards and skateboard rollers, rucksacks, hip bags	None listed	Registered
Planet Earth Skateboards, Inc.	CTM	ADIO	850685	7-4-2001	Clothing, headgear	None listed	Registered



Trademark Licenses

Name of Agreement and Parties thereto	Trademark	Application No./ Registration No.	Date of Agreement