

05-08-2003

Form PTO-1594

(Rev. 10/02)

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

Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shakespeare Conductive Fibers, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company
- 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: _____

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address: 1717 Main Street, 3rd Floor

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,609,129 1,609,132 1,121,900

Additional number(s) attached Yes No

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).....\$ 90.00

- 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

Name of Person Signing

Cathryn Berryman 5-1-03

Signature

Date

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

05/08/2003 LNUELLER 00000006 1609129

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

01 FC:05E1
02 FC:05E2

40.00 BP
50.00 BP

TRADEMARK
REEL: 002727 FRAME: 0761

TRADEMARK SECURITY AGREEMENT
(Shakespeare Conductive Fibers, LLC)

This Trademark Security Agreement ("Agreement") is between Shakespeare Conductive Fibers, LLC, a Delaware limited liability company (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 25th day of March, 2003.

DEBTOR:

SHAKESPEARE CONDUCTIVE FIBERS,
LLC

By: K2 Inc., its sole Member and
Manager

By: 
John J. Rangel
Senior Vice President - Finance

SECURED PARTY:

BANK ONE, NA, as Agent

By: _____
Beverly J. Gray
Director

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

DEBTOR:

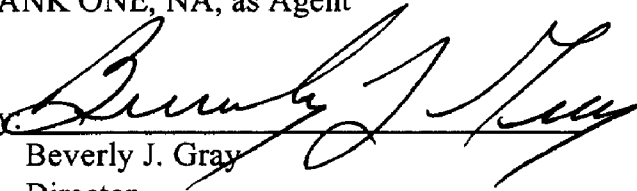
SHAKESPEARE CONDUCTIVE FIBERS,
LLC

By: K2 Inc., its sole Member and
Manager

By: _____
John J. Rangel
Senior Vice President - Finance

SECURED PARTY:

BANK ONE, NA, as Agent

By: 
Beverly J. Gray
Director

Schedule 1
to
Trademark Security Agreement
Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Shakespeare Conductive Fibers LLC	US	RESISTAT	73/840,169/1,609,129	8-7-1990	Textile fiber	Assignment dated 4-2-2001 from BASF Corporation to Shakespeare Conductive Fibers LLC	Registered; Sec. 8 & 15 affidavit filed
Shakespeare Conductive Fibers, LLC	US	RESISTAT	74/005,892/1,609,132	8-7-1990	Synthetic textile yarns	Assignment dated 4-2-2001 from BASF Corporation to Shakespeare Conductive Fibers LLC	Registered; Sec. 8 & 15 affidavit filed
Shakespeare Conductive Fibers LLC	US	RESISTAT	73/163,553/1,121,900	7-10-1979	Textile fibers, knitted, woven, and tufted fabrics, clothing, such as women's, and men's sleepwear, undergarments and outer wearing apparel, knitted, woven, and tufted ribbons for use in children's, women's etc.	Change of name dated 12-28-1978 from DOW Badische Company to Badische Corporation Merger and change of name agreement dated 9-27-1993 from Badische Corporation to BASF Corporation Assignment dated 4-2-2001 from BASF Corporation to Shakespeare Conductive Fibers LLC	Registered; Sec. 8 & 15 affidavit filed

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Shakespeare Conductive Fibers LLC	US	Circle & Flash Design	75/098,254/2,127,763	1-6-1998	Textile fiber, synthetic textile yarn	Assignment dated 4-2-2001 from BASF Corporation to Shakespeare Conductive Fibers LLC	Registered

Trademark Licenses

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