U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office 29716/04000

102627641

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

Name of conveying party(ies):	2. Name and address of receiving	
A collected Companyion	party(ies):	
AcuSport Corporation	Name: Variant National Association	
[ ] Individual(s) [ ] Association	Name: Keybank National Association.	
[] General Partnership [] Limited Partnership	Internal Address:	
[X ] Corporation-State (Ohio)	Internal Address.	
[] Other	Street Address:	
A 111/2 1 Committee mark (inc) attack add	127 Public Square City Cleveland	
Additional names of conveying party(ies) attached?	State Ohio Zip 44114	
□ yes ☑ no	[] Individual(s) citizenship	
	[] Association	
	[] General Partnership	
3. Nature of Conveyance	[] Limited Partnership	
[ ] Assignment [ ] Merger	[x] Other National Banking Association	
[X] Security Agreement [] Change of Name	If assignee is not domiciled in the United States, a domestic representative	
[] Other	designation is attached: [] yes [x] No	
Execution Date: September 30, 2003	(Designations must be a separate document from assignment)  Additional name(s) & address(es) attached? □ yes ☒ no	
	Additional matric(s) & address(es) attached: \( \text{L} \) yes \( \text{L} \) no	
4. Application number(s) or patent number(s):	: B. Trademark Registration No(s).	
A. Trademark Application No(s).  None.	: 2,598,649	
None.	: 1,588,271	
Additional numbers attached? □ Yes ☒ No	-,	
5. Name and address of party to whom correspondence concerning	6. Total number of applications and registrations involved:	
document should be mailed:	<u>2</u>	
James A. Balazs		
Calfee, Halter & Griswold LLP	7. Total fee (37 CFR 3.41): \$ <u>65.00</u>	
800 Superior Avenue, Suite 1400	⊠ Enclosed	
Cleveland, Ohio 44114-2688	Authorized to be charged to deposit account	
	☐ Total Fee Due	
	8. Deposit account number: 03-0172	
	(Attach duplicate copy of this page if paying by	
deposit account)		
DO NOT US	SE THIS SPACE	
9. Statement and signature		
To the best of my knowledge and belief, the foregoing information is true	e and correct and any attached copy is a true copy of the original document.	
James A. Balazs James Balue 11/26/03		
Name of Person Signing Senature Date		
TO LOUPER WWW.II LUJUUT/	Total number of pages comprising transmittal	
921 40.00 80 522 25.00 80		

{JF3301.DOC;1}

THE HELD HELD HELD HIND HIND HIND HELD BEHIND HELD HELD

12-03-2003

## TRADEMARKS AND LICENSES SECURITY AGREEMENT

THIS AGREEMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of is made as of September 30, 2003, by and between AcuSport Corporation, an Ohio corporation, having an office at One Hunter Place Bettername OH 4331 ("Grantor") and KEYBANK NATIONAL ASSOCIATION, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114.

## **RECITALS**

- A. Grantor is the owner of certain trademarks listed in <u>Exhibit A</u> attached to this Agreement.
- B. Grantor has entered into that certain Credit and Security Agreement dated as of September 20, 2003 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor as borrower (the "Borrower"), the Lenders which are signatories thereto (the "Lenders"), KeyBank National Association, as Administrative Agent and letter of credit issuer (the "LC Issuer"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Lenders and the LC Issuer (collectively the "Loan Parties") will make certain advances and other financial accommodations available to the Grantor.
- C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Administrative Agent for the benefit of the Loan Parties, a security interest in all of its right, title and interest in and to the trademarks described in <a href="Exhibit A">Exhibit A</a>, and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).
- D. Grantor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.
- NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:
- 1. Grants to the Administrative Agent, for the benefit of the Loan Parties, as security for the Obligations, a security interest in and to the trademarks listed in <u>Exhibit A</u> and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;
- 2. Grants to the Administrative Agent, for the benefit of the Loan Parties, as {GFG2071.DOC;3}

security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on <u>Exhibit B</u> and from time to time thereafter); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in <u>Exhibit A</u> and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**ACUSPORT CORPORATION** ("GRANTOR")

By: William L. Fraim

Its: Chairman and Chief Executive Officer

.

2

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio
COUNTY OF Montgomers
On this <u>30 thial</u> of <u>John Lee</u> , 2003, before me personally came <u>John A. John</u> , to me known, who, being duly sworn, did depose and state that [s]he is the <u>Chairman and Chief of Executive Officer</u> of <u>Acusport Corporation</u> , the corporation described in and which executed the above instrument; and that [s]he signed [her]his name thereto by order of the Board of Directors of said corporation.
Notary Public
[SEAL] My commission expires: 10-6-04



LISA A. TAMES, Notary Public In and for the State of Ohio My Commission Expires Oct. 6, 2004

{GFG2071.DOC;3}

3

## EXHIBIT A TO TRADEMARKS AND LICENSING SECURITY AGREEMENT

Trademark	Registration Number	Registration Date
AcuSport	2598649	July 23, 2002
AcuSport (stylized)	1588271	March 20, 1990

311960

**RECORDED: 12/03/2003**