

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Bank of America, N.A.

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

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

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal Address: _____
Address: _____
Street Address: Two North Lake Ave., Ste 440
City: Pasadena State: CA Zip: 91101

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 Transfer of security agreement

Execution Date: 07/22/04

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) see attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s) see attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cathryn A. Berryman
 Internal Address: _____

 Street Address: Jenkins & Gilchrist, P.C.
 1445 Ross Ave, Suite 3200
 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 10-0447

DO NOT USE THIS SPACE

9. Signature.
 Cathryn A. Berryman
 Name of Person Signing

Cathryn A. Berryman 8/26/04
 Signature Date





Total number of pages including cover sheet, attachments, and document: 13

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


CH \$740.00 100447 78263991

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
BRAVO SPORTS	U.S.	ADRENALINE	75/976,164 2136050	08/17/95 02/10/98	28: Sports equipment, namely wheeled skates
BRAVO SPORTS	U.S.	ADRENALINE	74/733050 2564826	09/22/95 04/30/02	28: Polyurethane inline skate wheels
BRAVO SPORTS	U.S.	BSB SPEED BEARINGS	75/088924 2098315	04/16/96 09/16/97	28: Skating products, namely, skates, wheels and bearings; skating protective gear, namely, shoulder, knee, shin, hand and elbow pads protective gloves for skating, wrist guards and mouth guards
BRAVO SPORTS	U.S.	BSB SPEED BEARINGS	75089377 2149710	04/16/96 04/07/98	8: Hand tools, namely, skate tools for skate wheels and bearings
BRAVO SPORTS	U.S.	BSB SPEED BEARINGS	75/089403 2151278	04/16/96 04/14/98	4: Industrial oils, greases, and lubricants for skating products
BRAVO SPORTS	U.S.		75/089401 2098320	04/16/96 09/16/97	28: Skating products, namely, skates, wheels and bearings, skating protective gear, namely, shoulder, knee, shin, hand and elbow pads, protective gloves for skating, wrist guards and mouth guards
BRAVO SPORTS	U.S.		75/089021 2102246	04/16/96 09/30/97	4: Industrial oils, greases and lubricants for skating products
BRAVO SPORTS	U.S.		75/089400 2149711	04/16/96 04/07/98	8: Hand tools, namely, skate tools for skate wheels and bearings
BRAVO SPORTS	U.S.		75/089055 2098316	04/16/96 09/16/97	25: Clothing, namely, T-shirts, shorts, pants, jackets, socks, hats, caps, visors, and footwear
BRAVO SPORTS	U.S.	BULLZEYE	74/480726 1880736	01/21/94 02/28/95	28: Skating products, namely, wheels for roller skates and skateboards
BRAVO SPORTS	U.S.	CIRCULAR PROPULSION UNITS	74/733059 1998294	09/22/95 09/03/96	28: Polyurethane inline skate wheels
BRAVO SPORTS	U.S.	CROWN ROYAL			9, 25, 2'8

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
BRAVO SPORTS	U.S.	DIABLO	75/092339 2059138	04/22/96 05/06/97	28: Polyurethane inline skate wheels
BRAVO SPORTS	U.S.	DUBBS			28: Skateboard wheels
BRAVO SPORTS	U.S.	FACTORY HOCKEY	78/253991	05/23/03	9: Hockey helmets, helmet cages, helmet shields, hockey helmet visors, face shields. 25: Hockey uniforms; hockey apparel, namely, pants, jerseys 28: Hockey equipment, namely, hockey gloves, hockey sticks, hockey stick blades, hockey stick shafts, hockey skates, hockey skate boots, hockey skate blades, in-line skate wheels and ball bearings, hockey protective gear, namely, girdles, elbow pads, knee pads, wrist guards, slash guards, shoulder pads, shin pads, goalie pads, mouth guards, face masks, throat protectors, goalie blockers, catcher gloves, shin guard straps
BRAVO SPORTS	U.S.	FORMULA			28: Bearings for in-line skate wheels
BRAVO SPORTS	U.S.	FREESKATE			28: Skating products, including inline skates, wheels, including race wheels, fitness wheels, hockey wheels, and bearings
BRAVO SPORTS	U.S.	HYPER	73/671312 1477002	07/13/87 02/16/88	28: Skating products namely wheels for roller skates and skateboards
BRAVO SPORTS	CALIFORNIA	HYPER	84724	08/14/87	28: Skating products including wheels for roller skates and skateboards
BRAVO SPORTS	U.S.	HYPER	78/213106	02/10/03	18: Hockey backpacks; 25: Hockey apparel, namely, hockey jerseys and hockey pants; 28: Hockey apparel, namely, protective gloves for skating, hockey goalie pads, protective padding for skating, wrist guards for skating

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
BRAVO SPORTS	U.S.	HYPER	78/240517	04/22/03	28: Paintballs
BRAVO SPORTS	U.S.	HYPER AIR	74/610886 2112623	12/14/94 11/11/97	28: In-line skate wheels
BRAVO SPORTS	U.S.	HYPER WALK	75/095003 2107919	04/26/96 10/21/97	28: Skating products, namely, skates, wheels, and bearings; skating protective gear, namely, shoulder, knee, shin, hand and elbow pads, protective gloves for skating, wrist guards and mouth guards
BRAVO SPORTS	U.S.	HYPER WALK	75/094872 2105944	04/26/96 10/14/97	25: Clothing, namely, T-shirts, shirts, shorts, pants, jackets, socks, hats, caps, visors and footwear
BRAVO SPORTS	U.S.		74/720305 2115035	08/11/95 11/25/97	28: Polyurethane inline skate wheels
BRAVO SPORTS	U.S.	KRYPTO	76/369365 2811331	02/11/02 02/03/04	28: Wheels for skateboards, toy scooters, roller skates and inline skates
BRAVO SPORTS	U.S.	KRYPTONICS	73/131041 1109423	06/20/77 12/19/78	28: Skateboard wheels
BRAVO SPORTS	U.S.	KRYPTONICS	76/215746 2504646	02/26/01 11/06/01	28: Skateboards, wheels for roller skates, in-line skates, skateboards and scooters
BRAVO SPORTS	U.S.	KUZAK	75/191831 2166952	11/04/96 06/23/98	28: Skating products, namely, frames, wheels, and bearings; and hockey bags
BRAVO SPORTS	U.S.	LIGHT SPEED MATRIX			28: Skating products, including inline skates, wheels, including race wheels, fitness wheels, hockey wheels, and bearings
BRAVO SPORTS	U.S.	SATA LITE 302	75/326713 2236177	07/18/97 03/30/99	28: Skateboards, skateboard decks, and skateboard wheels
BRAVO SPORTS	U.S.	SENATE WHEEL CO.	75/186635 2168439	10/24/96 06/23/98	28: Skating products, namely, inline skates, wheels and bearing for skates; skating protective gear, namely, shoulder, knee, shin, hand and elbow pads; protective gloves, wrist guards and mouth guards for use in skating
BRAVO SPORTS	U.S.	SENATE WHEEL CO.	75/186636 2168440	10/24/96 06/23/98	25: Clothing, namely, T-shirts, shirts, shorts, pants, jackets, socks, hats, caps, visors and footwear

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
BRAVO SPORTS	U.S.	SQUARE WHEELS	74/607114 1939765	12/05/94 12/05/95	28: In-line skate wheels
BRAVO SPORTS	U.S.	TRUE	75/350086 2210631	09/02/97 12/15/98	28: Polyurethane inline skate wheels

EXECUTION COPY

ASSIGNMENT AND ACCEPTANCE

Reference is made to that certain Amended and Restated Credit Agreement dated as of December 20, 2001, that certain First Amendment to Amended and Restated Credit Agreement and Waiver, dated as of July 22, 2003, that certain Second Amendment to Amended and Restated Credit Agreement and Waiver, dated as of April 27, 2004, that certain Third Amendment to Amended and Restated Credit Agreement and Waiver, dated as of June 28, 2004, and that certain Fourth Amendment to Amended and Restated Credit Agreement, dated as of July 16, 2004 (collectively, as amended, modified, restated or supplemented from time to time, the "Credit Agreement"), among Bravo Sports (formerly known as Bravo Corporation), the other Credit Parties party thereto, the Lenders party thereto and Bank of America, N.A., as Agent (the "Agent"). Terms defined in the Credit Agreement are used herein with the same meanings.

The "Assignor" and the "Assignee" referred to on Schedule 1 agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, without recourse and without representation or warranty except as expressly set forth herein, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to the Assignor's rights and obligations as Lender under the Credit Agreement and the other Credit Documents as of the date hereof (including without limitation those described in Exhibit A hereto) equal to the percentage interest specified on Schedule 1 of all outstanding rights and obligations under the Credit Agreement and the other Credit Documents (the "Assigned Interest"). After giving effect to such sale and assignment, the Assignee's Commitment and the amount of the Loans owing to the Assignee will be as set forth on Schedule 1. Payment for the Assigned Interest shall be made in the amount of the Purchase Price indicated on Schedule 1 pursuant to the wire instructions set forth on Schedule 2.

2. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any other instrument or document furnished pursuant thereto, or any collateral thereunder; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Credit Party or the performance or observance by any Credit Party of any of its obligations under the Credit Documents or any other instrument or document furnished pursuant thereto; and (iv) attaches the Notes held by the Assignor and requests that the Agent exchange such Notes for new Notes payable to the order of the Assignee in an amount equal to the Commitment assumed by the Assignee pursuant hereto and to the Assignor in an amount equal to the Commitment retained by the Assignor, if any, as specified on Schedule 1.

3. The Assignor agrees to indemnify the Assignee and its officers, directors, employees and agents (the "Indemnified Parties") and hold each of them harmless from and against any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, costs, damages or expenses (including Taxes, interest, penalties, reasonable expenses of investigation and reasonable attorneys' fees and disbursements) incurred in connection with any action, suit or proceeding against such person or enforcing any indemnity rights (the "Damages") to the extent such Damages are suffered, paid or incurred by such person as a result of:

(a) any material misrepresentation in or material breach of any warranty made herein by Assignor to the Assignee;

- (b) any payments received by Assignor or the Agent before the Effective Date (as defined below) which payments are subsequently required to be repaid by the Assignee;
- (c) any litigation against Assignor or the Agent involving the Assigned Interest existing as of the Effective Date (as defined below) and not expressly disclosed in writing to the Indemnified Parties; and
- (d) any grossly negligent, fraudulent or unlawful acts or omissions or willful misconduct of Assignor or the Agent in regard to the Assigned Interest prior to the Effective Date.

4. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is an Eligible Assignee; (iv) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vi) attaches any U.S. Internal Revenue Service or other forms required under Section 3.11.

5. Following the execution of this Assignment and Acceptance, it will be delivered to the Agent for acceptance and recording by the Agent. The effective date for this Assignment and Acceptance (the "Effective Date") shall be the date specified on Schedule 1.

6. Upon such acceptance and recording by the Agent, as of the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

7. Upon such acceptance and recording by the Agent, from and after the Effective Date, the Agent shall make all payments under the Credit Agreement and the Notes in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to the Assignee.

8. This Assignment and Acceptance shall be governed by, and construed in accordance with, the internal laws of the State of California (without regard to conflicts of law principles thereof).

9. This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment and Acceptance by telecopier shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance.

the Required Lenders, appoints PNC as Agent under the Credit Agreement and the other Credit Documents, and (z) PNC assumes the responsibilities and obligations thereof of "Agent" under the Credit Agreement and the other Credit Documents. The parties agree that such resignations and successor appointments shall be effective simultaneously with the effectiveness of the Assignment Agreement, notwithstanding any otherwise applicable notice provisions set forth in Section 10.7 of the Credit Agreement or any requirements that are otherwise applicable under the Credit Agreement. The parties further agree that, in accordance with Section 10.7 of the Credit Agreement, the provisions of Section 10 and Sections 11.5 and 11.9 of the Credit Agreement shall continue to inure to the benefit of BOA as to any actions taken or omitted to be taken by it while it was Agent.

Consistent with BOA's resignation as Agent, BOA as Issuing Lender also hereby terminates its commitment under the Credit Agreement and the other Credit Documents to issue Letters of Credit to the Borrower.

In connection with its resignations, BOA agrees (i) to deliver to PNC the original stock certificates, related stock powers and other possessory collateral delivered to BOA as Agent pursuant to the Credit Documents, (ii) to take such other actions and file such instruments, at the expense of the Borrower, as are reasonably necessary or desirable to reflect the resignation of BOA, and appointment of PNC, as Agent as contemplated hereby, (iii) that PNC, as successor Agent may execute on behalf of BOA any assignment agreements, releases or other documents with respect to any Credit Document to which BOA was a party as former Agent, necessary or desirable to reflect or effect the resignation of BOA and appointment of PNC as Agent as contemplated hereby including without limitation any mortgage assignments and (iv) to the extent not otherwise effectuated by the appointment of PNC as Agent as contemplated hereby, that PNC is hereby authorized to file any amendments to UCC financing statements or, at the election of PNC, UCC termination statements with respect to UCC financing statements previously filed by the Borrower or the Guarantors in favor of BOA in respect of the Assigned Interest (as defined in the Assignment Agreement).

If the foregoing is in accordance with your understanding, please execute and return this letter to us.

BANK OF AMERICA, N.A., as Agent,

BANK OF AMERICA, N.A., as Issuing Lender

By: _____
Name: JOAN MORRIS
Title: ASSISTANT VICE PRESIDENT

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

the Required Lenders, appoints PNC as Agent under the Credit Agreement and the other Credit Documents, and (z) PNC assumes the responsibilities and obligations thereof of "Agent" under the Credit Agreement and the other Credit Documents. The parties agree that such resignations and successor appointments shall be effective simultaneously with the effectiveness of the Assignment Agreement, notwithstanding any otherwise applicable notice provisions set forth in Section 10.7 of the Credit Agreement or any requirements that are otherwise applicable under the Credit Agreement. The parties further agree that, in accordance with Section 10.7 of the Credit Agreement, the provisions of Section 10 and Sections 11.5 and 11.9 of the Credit Agreement shall continue to inure to the benefit of BOA as to any actions taken or omitted to be taken by it while it was Agent.

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BANK OF AMERICA, N.A., as Agent,

BANK OF AMERICA, N.A., as Issuing Lender

By: _____
Name: _____
Title: _____

By: 
Name: Clara Yang Strand
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

the Required Lenders, appoints PNC as Agent under the Credit Agreement and the other Credit Documents, and (z) PNC assumes the responsibilities and obligations thereof of "Agent" under the Credit Agreement and the other Credit Documents. The parties agree that such resignations and successor appointments shall be effective simultaneously with the effectiveness of the Assignment Agreement, notwithstanding any otherwise applicable notice provisions set forth in Section 10.7 of the Credit Agreement or any requirements that are otherwise applicable under the Credit Agreement. The parties further agree that, in accordance with Section 10.7 of the Credit Agreement, the provisions of Section 10 and Sections 11.5 and 11.9 of the Credit Agreement shall continue to inure to the benefit of BOA as to any actions taken or omitted to be taken by it while it was Agent.

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If the foregoing is in accordance with your understanding, please execute and return this letter to us.

BANK OF AMERICA, N.A., as Agent,

BANK OF AMERICA, N.A., as Issuing Lender

By: _____
Name: _____
Title: _____


By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION


By: Gregory J. Hall
Name: GREGORY J. HALL
Title: VICE PRESIDENT

Accepted and agreed as of the date hereof:

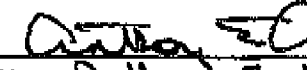
BRAVO SPORTS
a California corporation

By: 
Name: Anthony E. Arnold
Title: President

BRAVO EUROPE, INC.,
a California corporation

By: 
Name: Anthony E. Arnold
Title: CFO

ARTEMIS LICENSING,
a California corporation

By: 
Name: Anthony E. Arnold
Title: CEO

CENTRE CAPITAL INVESTORS II, L.P.

By: **Centre Partners Management, LLC.**
as Attorney-in-fact

By: _____
Name: _____
Title: _____

Accepted and agreed as of the date hereof:

BRAVO SPORTS
a California corporation

By: _____
Name: _____
Title: _____

BRAVO EUROPE, INC.,
a California corporation

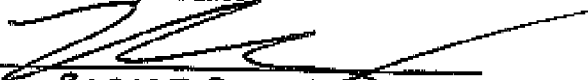
By: _____
Name: _____
Title: _____

ARTEMIS LICENSING,
a California corporation

By: _____
Name: _____
Title: _____

CENTRE CAPITAL INVESTORS II, L.P.

By: Centre Partners Management, LLC.
as Attorney-in-fact

By: 
Name: ROBERT BERGMANN
Title: MANAGING DIRECTOR