

3/11/04

03-22-2004



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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):
Brass Eagle, LLC

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

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

2. Name and address of receiving party(ies)
Name: Bank One, NA
Internal Address:
Street Address: 1717 Main Street, 3rd Floor
City: Dallas State: TX 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: 2/12/04

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

B. Trademark Registration No.(s) 1949453; 2532980;
2348664

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Internal Address:
Street Address: Jenkens & Gilchrist, P.C.
1445 Ross Ave, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 95.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
10-0447 (underpayment/overpayment)

DO NOT USE THIS SPACE

9. Signature.
Cathryn A. Berryman
Signature

3-11-04
Date

Refund Ref: 03/19/2004
CHECK Refund Total of Person 65.00
03/19/2004

Total number of pages including cover sheet, attachments, and document: 10

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

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

PR/FINANCE
MAR 18 AM 7:29
03/19/2004 102700478-00000002 1949453
01 FC:8521
02 FC:8522

TRADEMARK
REEL: 002935 FRAME: 0842

TRADEMARK SECURITY AGREEMENT

(Brass Eagle, LLC)

This Trademark Security Agreement (“Agreement”) is between Brass Eagle, 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.

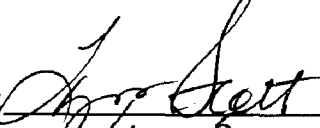
The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 12th day of February, 2004.

DEBTOR:

BRASS EAGLE, LLC

By: 
Name: John Scott
Title: President

SECURED PARTY:

BANK ONE, NA, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 12th day of February, 2004.

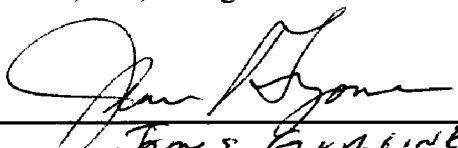
DEBTOR:

BRASS EAGLE, LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

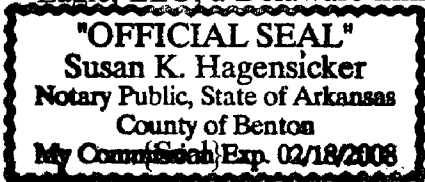
BANK ONE, NA, as Agent

By:  _____
Name: James Eugene
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF Arkansas)
)
COUNTY OF Benton)

This instrument was acknowledged before me this 24th day of February, 2004, by Lynn Scott, as President of Brass Eagle, LLC, a Delaware limited liability company.



Susan K. Hagensicker
Notary Public in and for the State of Arkansas

My commission expires: 2/18/08

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of February, 2004, by _____, as _____ of Bank One, NA, a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of February, 2004, by _____, as _____ of Brass Eagle, LLC, a Delaware limited liability company.

{Seal} _____ Notary Public in and for the State of _____

My commission expires: _____

STATE OF IL)
COUNTY OF Cook)

This instrument was acknowledged before me this 2nd day of March, 2004, by [Signature], as DIRECTOR of Bank One, NA, a national banking association, on behalf of such banking association.

[Signature]
Notary Public in and for the State of IL



My commission expires: 7/30/07

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
Brass Eagle, LLC	USA	Brass Eagle	1,949,453	1/16/96	
Brass Eagle, LLC	USA	Challenge Park Xtreme	2,532,980	1/22/02	
Brass Eagle, LLC	USA	Eagle's Head Design	2,348,664	5/9/00	

Trademark Licenses

Name of Agreement and Parties thereto	Trademark	Application No./ Registration No.	Date of Agreement
None			