

10/08/2004  
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Form PTO-1294 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 05/02/05)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new addressee) below.

**1. Name of conveying party(ies)/Execution Date(s):**

**IBOs, Inc.**  
701 E. Pratt Street  
Suite 180  
Baltimore, MD 21201-2610  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State **DELAWARE**  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Execution Date(s) SEPTEMBER 22, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Other LICENSE

**4. Application number(s) or registration number(s) and**

**A. Trademark Application No.(s)**

See attached list.

**Identification or description of the Trademark**

**B. Trademark Registration No.(s)**

See attached list.

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Dana O. Lynch, Esq.  
Internal Address: Whiteford Taylor & Preston LLP  
Street Address: Seven Saint Paul Street  
City: Baltimore  
State: MD Zip: 21202-4226  
Phone Number: (410) 347-8703  
Fax Number: (410) 347-9414  
Email Address: dlynch@wtp.com

**6. Total number of applications and registrations involved:**

28

**7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 715**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed Dep. Acct. No 50-2439

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

Signature: Dana O. Lynch  
Signature  
Name of Person Signing

10/8/04  
Date

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be filed by (938) 268-9888, or mailed to: Mail Stop-Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22304-1480

**Recordation Form Cover Sheet**

**Section 1**

**Additional Names of Conveying Parties**

1. Witoco Venture Corporation  
1700 S. MacDill Avenue  
Suite 340  
Tampa, FL 33629

A Florida corporation.

Execution Date: September 22, 2004

2. 180s, LLC  
701 E. Pratt Street  
Suite 180  
Baltimore, MD 21202-3101

A Maryland limited liability company.

Execution Date: September 22, 2004

List of U.S. Trademarks and Trademark Applications for  
Section 4 of Recordation Form Cover Sheet

Trademark	Country / Class(es)	U.S. Appl. No. Filing Date U.S. Patent No. Issue Date
0 (and design)	U.S. (Classes 9, 25)	78/411,189 4/30/04
180 Degrees	U.S. (Class 25)	75/853,294 11/19/99
180s	U.S. (Class 25)	75/853,292 11/19/99
180s	U.S. (Classes 9, 18)	76/338,714 11/13/01
180s	U.S. (Class 25)	78/291,575 8/25/03
180s (and design)	U.S. (Classes 9, 25)	78/494,037 10/4/04
180's	U.S. (Classes 9, 25)	76,446,613 9/4/02 2,724,071 6/10/03
180's	U.S. (Class 25)	78/291,574 8/25/03
180's (and design)	U.S. (Class 25)	75/853,293 11/19/99
180's (and design)	U.S. (Class 18)	78/231,690 3/30/03
ARCTIC 180's (and design)	U.S. (Class 25)	75,161,595 9/6/96 2,143,509 3/10/98
Challenge Everything	U.S. (Classes 9, 18, 25)	76/341,236 11/21/01
Color XPL	U.S. (Class 9)	76/379,487 3/6/02 2,845,675 5/28/04
Dead Space	U.S. (Class 25)	78/161,584 9/6/02
Eargrips	U.S. (Class 25)	75/167,921 9/18/96 2,135,074 2/3/98
Exhale Heating System	U.S. (Class 25)	76/448,971 9/11/02
Exalite	U.S. (Class 25)	78/493,991 10/4/04
Faccia Bella	U.S. (Class 25)	76/278,136 6/28/01 2,735,360 7/8/03

List of U.S. Trademarks and Trademark Applications for  
Section 4 of Recordation Form Cover Sheet

Trademark	Country / Class(es)	U.S. Appl. No. Filing Date U.S. Patent No. Issue Date
From the Blue	U.S. (Class 25)	76/976,397 9/11/02
FTB	U.S. (Classes 9, 25)	78/200,780 1/7/03
G (and design)	U.S. (Classes 9, 25)	76/446,189 8/30/02
G (and design)	U.S. (Class 9)	76/448,545 9/11/02
G Gorgonz Performance Work Gear (and design)	U.S. (Classes 9, 25)	76/481,899 1/10/03
Gorgonz	U.S. (Class 9)	76/449,050 9/11/02
Gorgonz	U.S. (Classes 9, 25)	76/446,052 8/30/02
Multizone	U.S. (Class 25)	78/229,081 3/24/03
One Eighties	U.S. (Class 25)	78/291,579 8/25/03
Push	U.S. (Classes 9, 25)	78/410,973 4/29/04

## INTERCREDITOR AND SUBORDINATION AGREEMENT

This is an Intercreditor and Subordination Agreement (this "Agreement") dated as of September 22, 2004, among Witoco Venture Corporation and the other persons signing below as "Witoco Lenders" (collectively, the "Witoco Lenders"), Transcap Trade Finance LLC ("Transcap"), and 180s Inc., a Delaware corporation, and certain of its affiliates (collectively, "Borrowers").

### BACKGROUND

The Witoco Lenders are the assignee of General Electric Capital Corporation ("GECC") with respect to certain financing provided by GECC to 180s Inc., a Delaware corporation, and certain of its affiliates (collectively, "Borrowers"). The loan from the Witoco Lenders to the Borrowers (the "Witoco Loan") is evidenced by an Amended and Restated Loan and Security Agreement among Borrowers and the Witoco Lenders, Amended and Restated Secured Convertible Promissory Notes (the "Witoco Notes") executed by Borrowers in favor of the Witoco Lenders, and other loan documents executed in connection with the foregoing loan agreement (collectively, the "Witoco Loan Documents"), all of which are dated the same date as this Agreement. Pursuant to the Witoco Loan Agreement and other agreements between the Borrowers and the Witoco Lenders, the Witoco Loan is secured by a first lien on the Borrowers' Intellectual Property (as defined below) and a second lien on Borrowers' other assets.

Transcap provides the Borrowers with purchase order financing and other financial accommodations (the "Transcap Facility"), which is evidenced by a Master Purchase Order Assignment Agreement dated May 27, 2000 (the "Assignment Agreement"). Pursuant to the Assignment Agreement and related agreements, the Transcap Facility is secured by a first lien on all of Borrowers' assets other than the Intellectual Property.

Borrowers, Transcap, and the Witoco Lenders agree as follows:

1. Affirmation of Liens and Security Interests. Borrowers affirm for Transcap that, except for the intellectual property listed on Schedule A attached hereto (the "Intellectual Property"), in which the Witoco Lenders have a lien and security interest superior to the lien and security interest of Transcap, Transcap holds a first perfected lien on and security interest in all of the now existing and hereafter acquired assets and property of the Borrowers (the "Transcap Priority Collateral") and confirm that the lien and security interest secures all of Borrowers' obligations to Transcap under the Transcap Facility. The Witoco Lenders acknowledge and will not challenge the first lien or security interest position of Transcap with respect to the Transcap Priority Collateral.

Borrowers affirm for the Witoco Lenders that the Witoco Lenders hold a first perfected lien on and security interest in all of the property listed on Schedule A (the "Witoco Priority Collateral") and confirm that the lien and security interest secures all of Borrowers' obligations to the Witoco Lenders under the Witoco Loan. Transcap acknowledges and will not challenge the first lien or security interest position of the Witoco Lenders with respect to the Witoco Priority Collateral.

2. **Subordination.** All obligations of Borrowers to the Witoco Lenders now existing or later arising under the Witoco Notes and the other Witoco Loan Documents (collectively, the "Witoco Liabilities") are and will be subordinate and subject to all obligations of Borrowers to Transcap now existing or later arising under the Assignment Agreement (collectively, the "Transcap Liabilities") in the respects set forth in this Section.

On the occurrence and during the continuation of one of the following events (a "Triggering Event") (i) an Insolvency Event (as defined below), (ii) the date that a default occurs under the Witoco Liabilities that is not cured or waived, or (iii) the date that the Witoco Lenders receive written notice that an event of default exists under the Transcap Liabilities that has not been cured or waived, Borrowers shall not, for 150 days after the Triggering Event (the "Standstill Period"), make any payment on the Witoco Liabilities without the express prior written consent of Transcap, and the Witoco Lenders shall not seek to enforce or foreclose their lien upon, or otherwise seek to apply, execute or realize upon, the Witoco Priority Collateral, or otherwise pursue or seek to enforce any of their rights or remedies with respect to the Witoco Priority Collateral or receive or apply to the Witoco Liabilities any of the proceeds from the Witoco Priority Collateral. Further, if any payment is made to the Witoco Lenders in violation of the terms of this subsection, the Witoco Lenders will receive the payment in trust for Transcap's benefit and promptly forward it to Transcap in the form received together with any documents that are necessary to transfer the payment to Transcap. Still further, the Witoco Lenders will not seek or accept payment of the Witoco Liabilities before February 1, 2005.

Notwithstanding the foregoing, until a Triggering Event occurs and after the expiration of the Standstill Period after such event, the Witoco Lenders will be permitted to receive and apply payments under the Witoco Loan Documents in accordance with their terms and pursue applicable remedies with respect to the Witoco Priority Collateral and receive and apply to the Witoco Liabilities proceeds of that collateral.

For purposes of this Agreement, the term "Insolvency Event" means: (a) any Borrower commencing any action (1) under law of any jurisdiction relating to bankruptcy, insolvency, reorganization, conservatorship, or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (2) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Borrower making a general assignment for the benefit of its creditors; or (b) there being commenced against a Borrower any case, proceeding or other action of a nature referred to in clause (a) above which (1) results in the entry of an order for relief or any such adjudication or appointment or (2) remains undismissed, undischarged or unbonded for a period of 60 days; or (c) a Borrower taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (a) or (b) above.

3. **Notice of Default.** Each of Transcap and the Witoco Lenders (each, a "Creditor") will furnish notice of any default (unless cured within any cure or grace period) under their respective loan documents to the other party, within 15 days after such default occurs.

4. **Forbearance; Payment of Proceeds of Priority Collateral.** Except as expressly set forth in Section 2 above, neither Creditor shall seek to enforce or foreclose its lien upon, or otherwise seek to apply, execute or realize upon, any of the assets of Borrowers that constitutes the priority collateral of the other Creditor. The Witoco Lenders shall promptly pay to Transcap for the account of Borrowers all amounts held or received by the Witoco Lenders after the date of this Agreement with respect to the Transcap Priority Collateral. Transcap shall promptly pay to the Witoco Lenders for the account of Borrowers all amounts held or received by Transcap after the date of this Agreement with respect to the Witoco Priority Collateral.

5. **Release of Intercreditor Agreement.** Each Creditor acknowledges that GECC, 180s, LLC, and Transcap are parties to a certain Mutual Release a Covenant Not to Sue of even date herewith pursuant to which, among other things, the parties have terminated that certain Intercreditor Agreement dated June 11, 2003, among GECC, 180s, LLC, and Transcap, and, accordingly, the Witoco Lenders are not the assignee thereof and shall have no rights or obligations thereunder.

6. **Limited License; Sale Limitation.** The Borrowers and the Witoco Lenders hereby grant to Transcap an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of any one or more events of default occurring at any one or more times under the Transcap Facility without payment of royalty or other compensation to any person) to use any rights which the Borrowers or the Witoco Lenders may now or hereafter have in and to the intellectual property of the Borrowers for the sole purpose of liquidating the Transcap Priority Collateral. Additionally, the license provides that during the limited time period described in the next sentence, neither the Borrowers nor the Witoco Lenders shall sell to any person any products that the Company or Transcap holds in inventory. This sale limitation extends until the earlier of (a) the time that the Transcap Facility has been paid in full or satisfied, (b) the time after which Transcap has disposed of substantially all collateral inventory that is protected by the Intellectual Property, or (c) a period of 365 days following the date that the Witoco Lenders receive written notice that an event of default exists under the Transcap Liabilities that has not been cured or waived.

Any purchaser or other transferee of all or any portion of the rights of the Borrowers or the Witoco Lenders in and to all or any portion of the Witoco Priority Collateral shall take title thereto subject to the license granted to Transcap herein. The Witoco Lenders make no, and disclaim any and all warranties, express or implied, with respect to, such license and such intellectual property rights, and in no event shall the Witoco Lenders be liable to Transcap for any damages of any kind whatsoever arising out of such license and such intellectual property rights, except to the extent that the Witoco Lenders violate their commitment to secure the limited license described above from a purchaser or other transferee of the Intellectual Property.

Promptly following the date hereof, the parties shall cause this Agreement to be filed with the United States Patent and Trademark Office. In addition, the Witoco Lenders and the Borrowers shall do all acts which may be required by Transcap to further perfect the license granted to it herein.

7. **No Limitations.** Nothing in this Agreement shall be construed as requiring either Creditor to grant any financial assistance or as limiting or precluding either Creditor from the exercise of its own judgment and discretion as to amount and time of payment in extending accommodations to Borrowers or the exercise of any remedy with respect to Borrowers to which it is entitled under its applicable loan documents. Each Creditor consents to and waives notice of any modification, extension, or renewal by the other Creditor of Borrowers' obligations to the Creditor.

8. **Notices.** Any notice or other communication hereunder to any other party shall be by hand delivery, overnight delivery, facsimile, telegram, telex or registered or certified mail and unless otherwise provided herein shall be deemed to have been given or made when delivered, telegraphed, telexed, faxed or three days after having been deposited in the mails, postage prepaid, addressed to the party at its address specified below (or at any other address that the party may hereafter specify to the other parties in writing):

**Witoco Lenders:** Witoco Venture Corporation  
1700 S. MacDill Avenue  
Suite 340  
Tampa, FL 33629  
Telecopier: 813-258-2667

**Transcap:** Transcap Trade Finance LLC  
900 Skokie Blvd.  
Northbrook, Illinois 60062  
Attn: Michael Sear  
Telecopier: 847-753-9090

**Borrower:** 701 E. Pratt Street  
Suite 180  
Baltimore, MD 21202  
Telecopier: 410-340-1786

9. **Duration.** This Agreement shall remain in full force and effect until all of Borrowers' obligations to each Creditor have been fully satisfied or the Creditors mutually agree to terminate it.

10. **Assigns.** This Agreement extends to and binds the respective heirs, personal representatives, successors and assigns of the parties, and the aforesaid covenants of Borrowers and Creditors shall extend to, include, and be enforceable by any transferee or endorsee to whom the Creditors may transfer any claim or claims to which this Agreement shall apply.

11. **Counterparts.** This agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.



**"The Witoco Lenders"**

WITOCO VENTURE CORPORATION

By: [Signature]  
Name: James T. Touchette, Jr.  
Title: President

E\*CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DORSET CAPITAL, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRETTA B. ARTHUR REVOCABLE TRUST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Transep"**

TRANSCAP TRADE FINANCE LLC

By: Transep Associates, Inc.  
one of its members

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Borrowers"**

180s INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"The Witoco Lenders"**

**WITOCO VENTURE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**E\*CAPITAL CORPORATION**

By: [Signature]  
Name: George W. Edwards  
Title: Partner

**DORSET CAPITAL, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRETTA B. ARTHUR REVOCABLE TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Transcap"**

**TRANSCAP TRADE FINANCE LLC**

By: Transcap Associates, Inc.  
one of its members

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Borrowers"**

**180s INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"The Witoco Lenders"**

**WITOCO VENTURE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**E\*CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DORSET CAPITAL, L.P.**

By: \_\_\_\_\_  
Name: *Robert M. W.*  
Title: *Partner*

**BRETTA B. ARTHUR REVOCABLE TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Transcap"**

**TRANSCAP TRADE FINANCE LLC**

By: Transcap Associates, Inc.  
one of its members

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Borrowers"**

**180s INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"The Witoco Lenders"**

**WITOCO VENTURE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**E\*CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DORSET CAPITAL, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRETTA B. ARTHUR REVOCABLE TRUST**

By: Bretta B. Arthur  
Name: Bretta B. Arthur  
Title: TRUSTEE

**"Transcap"**

**TRANSCAP TRADE FINANCE LLC**

By: Transcap Associates, Inc.  
one of its members  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Borrowers"**

**180s INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"The Witoco Lenders"**

**WITOCO VENTURE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**E\*CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DORSET CAPITAL, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**BRETTA B. ARTHUR REVOCABLE TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Transcap"**

**TRANSCAP TRADE FINANCE LLC**

By: Transcap Associates, Inc.  
one of its members

By:   
Title: Exec. Vice President

**"Borrowers"**

**180s INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

180s, L.L.C

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

180s CANADA CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS)  
 )SS  
COUNTY OF COOK )

I, ANNA M. BERG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Segu who is personally known to me to be the Executive Vice President of Transip Associates, Inc. a Corporation organized under the laws of Illinois, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as Exec. Vice President of said Corporation as his (her) own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of September, 2004.

Notary Public

*Anna M. Berg*

My Commission Expires:



**"The Witoco Lenders"**

**WITOCO VENTURE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**E\*CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DORSET CAPITAL, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRETTA B. ARTHUR REVOCABLE TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Transcap"**

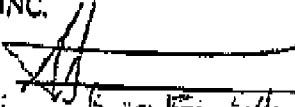
**TRANSCAP TRADE FINANCE LLC**

By: Transcap Associates, Inc.  
one of its members

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Borrowers"**

180a INC.

By:  \_\_\_\_\_  
Name: Steven P. Whiteford  
Title: CEO



180s, LLC

By: [Signature]  
Name: [Signature]  
Title: [Signature]

180s CANADA CORPORATION

By: [Signature]  
Name: [Signature]  
Title: Secretary



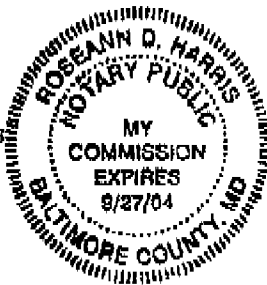
STATE OF Maryland )  
 )SS  
COUNTY OF Baltimore

I, Roseann D. Harris a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ed Mason who is personally known to me to be the CEO of ISO, LLC a limited liability company organized under the laws of MARYLAND, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as CEO of said ISO, LLC as his (her) own free and voluntary act and as the free and voluntary act of said ISO, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of September, 2004.

Roseann D. Harris  
Notary Public

My Commission Expires



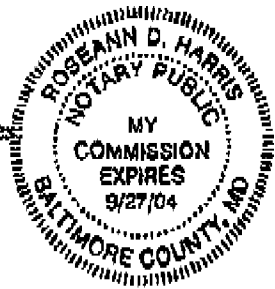
STATE OF Maryland )  
 )SS  
COUNTY OF Jackson

I, Roseann D. Harris, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian E. Lett who is personally known to me to be the CEO of ISC, Inc. a Corporation organized under the laws of Delaware, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as CEO of said ISC, Inc. as his (her) own free and voluntary act and as the free and voluntary act of said ISC, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of September, 2004.

Roseann D. Harris  
Notary Public

My Commission Expires



## SCHEDULE A

### Intellectual Property

All Licenses consisting of any rights under any written agreement now owned or hereafter acquired by any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether Federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof) ("Person") granting the right to use any Copyright (defined below) or Copyright registration ("Copyright License"), rights under any written agreement now owned or hereafter acquired by any Person, and shall include such Person's successors and assigns, any Person granting any right with respect to any invention on which a Patent (defined below) is in existence ("Patent License"), rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark (defined below) or Trademark registration ("Trademark License") or other license of rights or interests now held or hereafter acquired by any Person, but excluding licenses for commercial off-the-shelf or shrink-wrap computer software (except for such licenses where a Borrower is the licensor thereof). Patents consisting of all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof. Copyrights consisting of all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds, as defined in the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Delaware, of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof. Trademarks consisting of all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing. Trade secrets and customer lists.

includes without limitation the patents and trademarks listed in the attached Exhibit A

**Exhibit A to Intercreditor and Subordination Agreement**

**Trademarks and Trademark Applications**

Trademark	Country / Class(es)	Appl. No. Filing Date Patent No. Issue Date	Status
0 [and design]	U.S. (Classes 9, 25)	78/411,189 4/30/04	Pending
180 Degrees	U.S. (Class 25)	75/853,294 11/19/99	Published
180s	U.S. (Class 25)	75/853,292 11/19/99	Published
180s	U.S. (Classes 9, 18)	76/338,714 11/13/01	Pending
180s	U.S. (Class 25)	78/291,575 8/25/03	Pending

180's	U.S. (Classes 9, 25)	76,446,613 9/4/02 2,724,071 6/10/03	Registered
180's	U.S. (Class 25)	78/291,574 8/25/03	Published
180's (and design)	U.S. (Class 25)	75/853,293 11/19/99	Published
180's (and design)	U.S. (Class 18)	78/231,690 3/30/03	Published
ARCTIC 180's (and design)	U.S. (Class 25)	75,161,595 9/6/96 2,143,509 3/10/98	Registered
Challenge Everything	U.S. (Classes 9, 18, 25)	76/341,236 11/21/01	Published
Color XPL	U.S. (Class 9)	76/379,187 3/6/02 2,845,673 5/28/04	Registered
Dead Space	U.S. (Class 25)	78/161,584 9/6/02	Published
Eargrips	U.S. (Class 25)	75/167,921 9/18/96 2,135,074 2/3/98	Registered
Exhale Heating System	U.S. (Class 25)	76/448,971 9/11/02	Pending
Faccia	U.S. (Class 18)	75/326,907 7/18/97 2,193,551 10/6/98	Registered
Faccia	U.S. (Class 9)	75/326,909 7/18/97 2,193,378 10/13/98	Registered
Faccia	U.S. (Class 25)	75/326,908 7/18/97 2,193,552 10/6/98	Registered
Faccia Bella	U.S. (Class 25)	76/278,136 6/28/01 2,735,340 7/8/03	Registered

from the Blue	U.S. (Class 25)	76/976,397 9/11/02	Pending
FTB	U.S. (Classes 9, 25)	78/200,780 1/7/03	Published
G (and design)	U.S. (Classes 9, 25)	76/446,189 8/30/02	Published
G (and design)	U.S. (Class 9)	76/448,545 9/11/02	Published
G Gorgonz Performance Work Gear (and design)	U.S. (Classes 9, 25)	76/481,899 1/10/03	Published
Gorgonz	U.S. (Class 9)	76/449,050 9/11/02	Published
Gorgonz	U.S. (Classes 9, 25)	76/446,052 8/30/02	Published
Mullizone	U.S. (Class 25)	78/229,081 3/24/03	Pending
One Eighties	U.S. (Class 25)	78/291,579 8/25/03	Published
Push	U.S. (Classes 9, 25)	78/410,973 4/29/04	Pending

TOTAL P.25