

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spyder Active Sports, Inc.		09/10/2004	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Bank One, NA
Street Address:	1125 17th Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80202-2060
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78250937	
Serial Number:	78239643	LEGION
Serial Number:	78239645	LEGION BRAND
Serial Number:	78248406	LGN
Serial Number:	78259563	SECTION
Serial Number:	78453124	
Serial Number:	78453127	
Serial Number:	78250633	SPYDER
Registration Number:	1198815	
Registration Number:	2815283	LEGION
Registration Number:	2249695	SPEEDWYRE
Registration Number:	2159762	SPYDER
Registration Number:	2320011	SPYDER
Registration Number:	1492382	SPYDER
Registration Number:	1468326	SPYDER

TRADEMARK

REEL: 002958 FRAME: 0582

900014205

CH \$490.00 78250937

Registration Number:	1281632	SPYDER
Registration Number:	2750548	SPYDER
Registration Number:	2039166	STRYKE
Registration Number:	1831781	STRYKE

CORRESPONDENCE DATA

Fax Number: (303)866-0200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-861-7000

Email: daniel.almanza@hro.com

Correspondent Name: Daniel Almanza - Holme Roberts & Owens

Address Line 1: 1700 Lincoln Street

Address Line 2: Suite 4100

Address Line 4: Denver, COLORADO 80203-4541

ATTORNEY DOCKET NUMBER:

42551-00970

NAME OF SUBMITTER:

Daniel Almanza

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2004 (this "Agreement"), is made between Spyder Active Sports, Inc., a Colorado corporation (the "Grantor"), in favor of Bank One, NA ("Bank One"), as administrative agent (together with its successor(s) thereto in such capacity, the "Secured Party") for each of the Lenders (as defined below).

Recitals

A. Pursuant to that certain Credit Agreement: Spyder Active Sports, dated as of September 10, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Secured Party, as administrative agent for the Lenders, and the various financial institutions and other Persons from time to time parties thereto (the "Lenders"), the Lenders have extended commitments to make credit extensions to the Grantor;

B. The obligation of the Lenders to make credit extensions under the Credit Agreement is subject to the condition, among others, that the Grantor secure the Secured Obligations (as defined below) in the manner set forth herein; and

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party and the ratable benefit of each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement, dated as of September 10, 2004, by and among the Grantor and the Secured Party, as administrative agent for each of the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), or, if not defined in the Security Agreement, then in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations (as defined below) in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for its benefit and the ratable benefit of each of the Lenders, a continuing first priority Lien on and security interest under the Code in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all of its Trademark licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clauses (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b), (c) and (d), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

As used herein, "Secured Obligations" means all "Secured Obligations" under and as defined in the Credit Agreement and all "Secured Obligations" under and as defined in the Spyder Europe Credit Agreement

SECTION 3. Representations. Upon the execution and delivery of this Agreement and all related UCC-1 financing statements, the Secured Party's security interest in the Trademark Collateral conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office or Copyright Office), first

priority security interest, subject to Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the ratable benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) no Obligations remaining outstanding (other than contingent indemnification obligations not yet due and payable), the termination of the Aggregate Revolver Commitment and the LC Issuer and the Administrative Agent having no obligation to issue any Facility Letters of Credit or Bankers Acceptance Drafts under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i) of this Section 5) or (B) all Trademark Collateral (in the case of clause (ii) of this Section 5). Upon any such disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

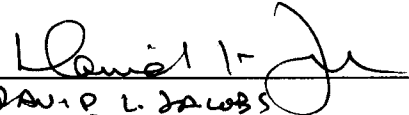
SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SPYDER ACTIVE SPORTS, INC.

By: 
Name: DAVID L. JACOBS
Title: President

BANK ONE, NA,
as administrative agent for the Lenders

By: _____
Name: Matthew S. Roan
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SPYDER ACTIVE SPORTS, INC.

By: _____
Name:
Title:

BANK ONE, NA,
as administrative agent for the Lenders

By: Matthew Roan
Name: Matthew S. Roan
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Item A - Trademarks

Registered Trademarks

See attached.

Pending Trademark Applications

See attached.



Internet Domain Name Registrations

- spyder.com
- xscap.com
- spyder.ch
- legionouterwear.com
- legionsnowboarding.com
- legionsnowboards.com
- sectionbrand.com
- sectionclothing.com
- sectionsnowboarding.com
- sectionsnowboards.com


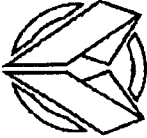
Item B - Trademark Licenses

See attached.


Spyder Active Sports, Inc. — Active United States Trademark Registration Activities
July 20, 2004

H&H FILE NO.	MARK CLASS	STATUS APPL. NO. APPL. DATE	REG. NO. REG. DATE RENEW DATE	NEXT ACTION AND DEADLINE
19767.840011.US0 (0059)	Black Widow design  Class 25 - Tee shirts, sweat shirts, button shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, cotton pants, outerwear pants, skirts, men's and women's swimwear, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, tights, underwear, long underwear, caps, hats, belts, one-piece suits	PENDING 78/250,937 05/16/03		Possible opposition pending — University of Richmond
19767.000801.000	Fanciful Spider design  Class 25 - articles of clothing—namely, pants	REGISTERED 262,003 05/14/80	1,198,815 06/22/82 06/22/12	Renewal due 06/22/12
19767.840013.US1 (0055)	LEGION Class 25 — jeans, shorts, and button-down shirts	REGISTERED 75/950970 03/03/00	2,815,283 02/17/04 02/17/14	§ 8 & 15 due 02/17/10 Renewal due 02/17/04
19767.840013.US0 (0035)	LEGION Class 25 - Tee shirts, sweat shirts, button shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, cotton pants, outerwear pants, skirts, men's and women's swimwear, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, hip packs, tights, underwear, long underwear, caps, hats, belts, backpacks, travel bags, wallets, decals, sunglasses and goggles	PENDING 78/239,643 04/18/03		Application currently suspended





Spyder Active Sports, Inc. — Active United States Trademark Registration Activities
July 20, 2004

H&H FILE NO.	MARK CLASS	STATUS APPL. NO. APPL. DATE	REG. NO. REG. DATE RENEW DATE	NEXT ACTION AND DEADLINE
19767.840014.US0 (0036)	<p>LEGION BRAND and design</p>  <p>LEGION BRAND</p> <p>Class 25 - Tee shirts, sweat shirts, button shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, cotton pants, outerwear pants, skirts, men's and women's swimwear, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, hip packs, tights, underwear, long underwear, caps, hats, belts, backpacks, travel bags, wallets, decals, sunglasses and goggles</p>	PENDING 78/239,645 04/18/03		Response to Office Action due 12/14/04 — suspension check
19767.840019.US0 (0088)	<p>LGN</p> <p>Class 25 - Tee shirts, sweat shirts, button shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, cotton pants, outerwear pants, skirts, men's and women's swimwear, socks, gloves, mittens, hats, caps, backpacks, travel bags, hip packs, wallets, one-piece outerwear suits, tights, underwear, long underwear, belts, decals, sunglasses, goggles, neck gaiters, and footwear.</p>	PENDING 78/248,406 05/12/03		Publication pending
19767.840017.US0 (0064)	<p>SECTION</p> <p>Class 25 - Tee shirts, sweat shirts, button shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, cotton pants, outerwear pants, skirts, men's and women's swimwear, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, fanny packs, tights, underwear, long underwear, caps, hats, belts, backpacks, travel bags, wallets, decals, sunglasses and goggles.</p>	PENDING 78/259,563 06/06/03		SOUP of First RFE due 12/15/04
19767.	<p>SECTION logo</p>  <p>Class 18 - Fanny packs, backpacks, travel bags and wallets.</p>	PENDING 78453124 07/20/04		Publication pending

Snyder Active Sports, Inc. — Active United States Trademark Registration Activities
July 20, 2004

H&H FILE NO.	MARK CLASS	STATUS APPL. NO. APPL. DATE	REG. NO. REG. DATE RENEW. DATE	NEXT ACTION AND DEADLINE
19767.	Snake Design 	PENDING 78453127 07/20/04		Publication pending
19767.840005.001	Class 18 - Fanny packs, backpacks, travel bags and wallets. SPEEDWYRE Class 25 - appliques, piping, ridges, folds, and beads, all designed to reduce aerodynamic drag, sold as a component of sports clothing, but not including swim wear or aquatic clothing products	REGISTERED 75/490,539 05/26/98	2,249,695 06/01/99 06/01/09	\$ 8 & 15 due 06/01/05 Renewal due 06/01/09
19767.840010.US0 (0057)	SPYDER Class 25 - Tee shirts, sweat shirts, button shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, cotton pants, outerwear pants, skirts, men's and women's swimwear, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, tights, underwear, long underwear, caps, hats, belts, one-piece suits	PENDING 78/250,633 05/15/03		Possible opposition pending — University of Richmond
19767.840007.001	SPYDER Class 09 - eyeglasses; eyeglass frames; prescription and non-prescription sunglasses, eyeglass lenses; eyeglass cases	REGISTERED 75/977,131 08/01/96	2,159,762 05/19/98 05/19/08	\$ 8 & 15 due 05/19/04, late filing to 11/19/04 Renewal due 05/19/08
19767.840008.000	SPYDER Class 12 - bicycles and suspension forks for bicycles	REGISTERED 75/245,258 02/21/97	2,320,011 02/22/00 02/22/10	\$ 8 & 15 due 02/22/06 Renewal due 02/22/10

Spyder Active Sports, Inc. - Active United States Trademark Registration Activities
July 20, 2004

H&H FILE NO.	MARK CLASS	STATUS APPL. NO. APPL. DATE	REG. NO. REG. DATE RENEW. DATE	NEXT ACTION AND DEADLINE
19767.000813.002	SPYDER (Stylized) and design 	REGISTERED 73/689,788 10/15/87	1,492,382 06/14/88 06/14/08	Renewal due 06/14/08
19767.000813.003	Class 28 - protective forearm and shin guards used in ski racing SPYDER (Stylized) and design  Classes 18 - all purpose sports bags and luggage Class 25 - high performance ski clothing, namely jackets, pants, shells, bibs, one-piece suits, vests, stretch pants, turtle-neck shirts, caps, hats, scarves, gloves, and head bands, and athletic, recreational, and leisure wear, namely, sweatshirts, sweat tops, sweat pants, sweatsuits, rugby shirts, polo shirts, shorts, and capes.	REGISTERED 73/653,044 04/01/87	1,468,326 12/08/87 12/08/07	Renewal due 12/08/07
19767.00813.001	SPYDER (Stylized) and design 	REGISTERED 73/203,766 02/13/79	1,281,632 06/12/84 06/12/14	Renewal due 06/12/14
19767.840014.US4	Class 25 - Sweaters and T-Shirts SPYDER and design  Class 25 - high performance ski clothing, namely jackets, pants, shells, bibs, one-piece suits, vests, stretch pants, turtle-neck shirts, caps, hats, scarves, gloves, and head bands, and athletic, recreational, and leisure wear, namely, sweatshirts, sweat tops, sweat pants, sweatsuits, rugby shirts, polo shirts, shorts, and capes.	REGISTERED 78/173,154 10/10/02	2,750,548 08/12/03 08/12/13	\$ 8 & 15 due 08/12/09 Renewal due 08/12/13
19767.840006.000	STRYKE Class 25 - snowboard clothing, namely, T-shirts, sweatshirts, shells, parkas, pants, suits, headbands and hats	REGISTERED 75/108/054 05/22/96	2,039,166 02/18/97 02/18/07	Renewal due 02/18/07

Spyder Active Sports, Inc. - Active United States Trademark Registration Activities

July 20, 2004

H&H FILE NO.	MARK CLASS	STATUS APPL. NO. APPL. DATE	REG. NO. REG. DATE RENEW DATE	NEXT ACTION AND DEADLINE
19767.008402.000	STRYKE (Stylized) STRYKE Class 25 - clothing; namely, shells, pants, parkas, headbands, hats	REGISTERED 74/352,951 01/27/93	1,831,781 04/19/94 04/19/14	Renewal due 04/19/14