

6/17/04

06-09-2004

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

RECEIVED TI



102761527

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

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

1. Name of conveying party(ies):  
SATV, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Delaware 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: 75202

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National banking association

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: 04/19/04

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 2,096,565

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

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

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

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

RECEIVED  
 2004 JUN -7 AM 9:14  
 OPERATIONS FINANCE

DO NOT USE THIS SPACE

9. Signature.  
Cathryn A. Berryman      Cathryn A. Berryman      6/3/04  
 Name of Person Signing      Signature      Date

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

06/08/2004 DBYRNE 00000072 2096565

01 FC:8521

40.00

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

TRADEMARK REEL: 002985 FRAME: 0114

TRADEMARK SECURITY AGREEMENT  
(SATV, LLC)

This Trademark Security Agreement ("Agreement") is between SATV, 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 19th day of April, 2004.

DEBTOR:

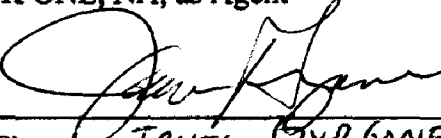
SATV, LLC

By: STEARNS, INC., its Sole Member

By:   
Name: John J. Rangel  
Title: Senior Vice President and  
Treasurer

SECURED PARTY:

BANK ONE, NA, as Agent

By:   
Name: JAMES GURGONE  
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

This instrument was acknowledged before me this 19th day of April, 2004, by John J. Rangel, as Senior Vice President and Treasurer of Stearns, Inc., a Minnesota corporation.



*Kristin K. Farrell*  
Notary Public in and for the State of California

My commission expires: October 7, 2007

STATE OF IL )  
 )  
COUNTY OF COOK )

This instrument was acknowledged before me this 25 day of May 2004, by James Gursore as Director of Bank One, NA, a national banking association, on behalf of such banking association.



*Gloria A. Jones-Tisdale*  
Notary Public in and for the State of IL

Schedule 1  
to  
Trademark Security Agreement

Trademarks

Mark	Product	Jurisdiction	Current Owner	Reg./App. No.	Reg./App. Date	Status*
All-Conditions System™	Pro Series ATV Luggage Lines	United States	SATV, LLC	n/a	n/a	Unregistered
ACS™	Pro Series ATV Luggage Lines	United States	SATV, LLC	n/a	n/a	Unregistered
Pro Xtreme™ Series	Pro Xtreme™ Series Bags	United States	SATV, LLC	n/a	n/a	Unregistered
Element Proof™	Pro Series ATV Luggage Lines	United States	SATV, LLC	n/a	n/a	Unregistered
Rain Proof™ Lid system	Pro Xtreme™ Series Bags	United States	SATV, LLC	n/a	n/a	Unregistered
Parallel Zipper™ System	Pro Series ATV Luggage Lines	United States	SATV, LLC	n/a	n/a	Unregistered
Excel™ Series	Excel™ Series ATV Luggage Line	United States	SATV, LLC	n/a	n/a	Unregistered
Air Ride™ Form Fit™	Air Ride™ Form Fit	United States	SATV, LLC	n/a	n/a	Unregistered
Fin Grip™	Fin Grip Pro and Vehicle Racks	United States	SATV, LLC	2,096,565	9/16/1997	Registered

Mark	Product	Jurisdiction	Current Owner	Reg./App. No.	Reg./App. Date	Status*
Equapress™	Equapress™ Compression Plate (Mounting System) used on Several Products	United States	SATV, LLC	n/a	n/a	Unregistered
Hand Held Mount™	Hand Held Mount™	United States	SATV, LLC	n/a	n/a	Unregistered
Gun Scabbard Pro™	Gun Scabbard Pro™	United States	SATV, LLC	n/a	n/a	Unregistered
VariAngle™	VariAngle™ (Mounting System) used on Several Products	United States	SATV, LLC	n/a	n/a	Unregistered
Lightning Lid™	Gun Scabbard Pro™	United States	SATV, LLC	n/a	n/a	Unregistered
Quick Grab™ Handle	Gun Scabbard Pro™	United States	SATV, LLC	n/a	n/a	Unregistered
Bow Grip Pro™	Bow Grip Pro™	United States	SATV, LLC	n/a	n/a	Unregistered
Hand Gun Mount™	Hand Gun Mount™	United States	SATV, LLC	n/a	n/a	Unregistered
Case Carrier Pro™	Case Carrier Pro™	United States	SATV, LLC	n/a	n/a	Unregistered
Case Carrier Pro Plus™	Case Carrier Pro Plus™	United States	SATV, LLC	n/a	n/a	Unregistered
Wing Grip™ Pro	Wing Grip™ Pro	United States	SATV, LLC	n/a	n/a	Unregistered
Comfort Ride™ Seat Protector	Comfort Ride™ Seat Protector	United States	SATV, LLC	n/a	n/a	Unregistered
Thumb Assist Pro Adjustable™	Thumb Assist™ Pro Adjustable	United States	SATV, LLC	n/a	n/a	Unregistered

Mark	Product	Jurisdiction	Current Owner	Reg./App. No.	Reg./App. Date	Status*
Thumb Assist™ Pro	Thumb Assist™ Pro	United States	SATV, LLC	n/a	n/a	Unregistered
On Demand™ Seat Protector	On Demand™ Seat Protector	United States	SATV, LLC	n/a	n/a	Unregistered
Gun Bonnet™	Gun Bonnet™	United States	SATV, LLC	n/a	n/a	Unregistered
Bow Bonnet™	Bow Bonnet™	United States	SATV, LLC	n/a	n/a	Unregistered
Versa Mount™	Versa Mount™	United States	SATV, LLC	n/a	n/a	Unregistered
Oar Ride™	Air Ride™ Oar Ride™	United States	SATV, LLC	n/a	n/a	Unregistered
Air Ride™	Fin Grip™ Air Ride™	United States	SATV, LLC	n/a	n/a	Unregistered
Gold Summit™	Gold Summit™ Pro Series Snowmobile Bags	United States	SATV, LLC	n/a	n/a	Unregistered
Z-Mount™	Z-Mount™ (Mounting System) used on Several Products	United States	SATV, LLC	n/a	n/a	Unregistered
Pro Bino Manager™	Pro Bino Manager™	United States	SATV, LLC	n/a	n/a	Unregistered
Lightning Tab™	Pro Bino Manager™	United States	SATV, LLC	n/a	n/a	Unregistered
Body Hugging Harness™	Pro Bino Manager™	United States	SATV, LLC	n/a	n/a	Unregistered
Element Shield™	Pro Bino Manager™	United States	SATV, LLC	n/a	n/a	Unregistered
Zipper Lube	Zipper Lube	United States	SATV, LLC	n/a	n/a	Unregistered
Scope™	Scope™ Hunting Accessories	United States	SATV, LLC	n/a	n/a	Unregistered

\*It is contemplated that SATV, LLC will register some of the currently unregistered trademarks.