

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

5024  
41

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):  
High 5 Sportswear, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Antares Capital Corporation, as  
Internal agent  
Address: \_\_\_\_\_  
Street Address: 311 S. Wacker  
City: Chicago State: IL Zip: 60606

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 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: December 31, 2004

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

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Laura Konrath  
Internal Address: Winston & Strawn LLP  
33rd Floor  
Street Address: 35 W. Wacker Dr.  
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....5

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
232428

DO NOT USE THIS SPACE

9. Signature.  
Laura Konrath  
Name of Person Signing

  
Signature

1/18/05  
Date

Total number of pages including cover sheet, attachments, and document:   
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$140.00 232428 76563747

Continuation Item 4

HIGH 5 SPORTSWEAR, INC.

Schedule 1TRADEMARKS

## 1. HIGH 5 SPORTSWEAR

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Related Foreign Trademarks</u>
2,655,715	December 3, 2002	None

(A cancellation proceeding has been filed as of April 1, 2004 at the Trademark Trial and Appeal Board and is now pending \*)

## 2. HIGH 5 SPORTSWEAR and design

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Related Foreign Trademarks</u>
1,826,408	March 15, 1994	None

TRADEMARK APPLICATIONS

## 1. HIGH 5 and design

<u>U.S. Trademark Serial No.</u>	<u>Filing Date</u>	<u>Related Foreign Trademarks</u>
76/553,747	October 22, 2003 (Published November 23, 2004)	None

## 2. HIGH 5

<u>U.S. Trademark Serial No.</u>	<u>Filing Date</u>	<u>Related Foreign Trademarks</u>
76/976,933	October 14, 2003	None

(Application pending with USPTO; suspension notice issued by USPTO on August 3, 2004)

## 3. HIGH 5

<u>U.S. Trademark Serial No.</u>	<u>Filing Date</u>	<u>Related Foreign Trademarks</u>
76/551,458	October 14, 2003	None

(Application pending with USPTO; suspension notice issued by USPTO on August 3, 2004)

{EM2510.DOC;1}

EXECUTION VERSION

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2004, is between HIGH 5 SPORTSWEAR, INC., a Washington corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

## WITNESSETH:

WHEREAS, Debtor has entered into a Guarantor Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of 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) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in

Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

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

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 31 day of December, 2004.

HIGH 5 SPORTSWEAR, INC.

By: 

Title: PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent for Lenders

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

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

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 31 day of December, 2004.


HIGH 5 SPORTSWEAR, INC.

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

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

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent for Lenders

By: 

Title: Director

**Michael P. King**  
Director

**ACKNOWLEDGMENT**

State of Ohio )  
 )  
County of Cuyahoga ) ss.

On the date first set forth above before me personally appeared Robert A. Weber who executed the foregoing instrument as the President of HIGH 5 SPORTSWEAR, INC., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

*Ebony L. Miller*  
Notary Public

EBONY L. MILLER, Attorney-At-Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

HIGH 5 SPORTSWEAR, INC.

Schedule 1TRADEMARKS

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(Application pending with USPTO; suspension notice issued by USPTO on August 3, 2004)

(EM2510.DOC;1)

TRADEMARK  
REEL: 003015 FRAME: 0425



**TRADEMARK LICENSES**

Name of Agreement

Parties

Date of Agreement

\*Trademark License Agreement by and between HIGH 5 SPORTSWEAR, INC. and Nine Network Australia Pty. Ltd. dated November 8, 2004.

License Agreement by and between Hay & Robertson International Licensing AG and HIGH 5 SPORTSWEAR, INC., dated December 1, 2000.

{EM2510.DOC;1}

CHI:1456169.1

## WINSTON & STRAWN LLP

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WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

January 12, 2005

### VIA TELECOPIER

U.S. Patent & Trademark Office  
Assignment Division  
Box Assignments  
1213 Jefferson Davis Hwy.  
Suite 320  
Washington, DC 20231

**Re: Client #5024-41 Antares/High 5 Sportswear**

Dear Commissioner:

Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$140 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to [lkonrath@winston.com](mailto:lkonrath@winston.com)

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN LLP

  
Laura L. Konrath  
Senior Legal Assistant

LLK:cj  
Enclosures

RECORDED: 01/18/2005

TRADEMARK  
REEL: 003015 FRAME: 0427