

12-13-2004



12.8.04

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To the Honorable Commissioner of 102899814 ginal documents or copy thereof.

1. Name of conveying Party(ies):  
 Bartcay's Business Credit, Inc.

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

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

2. Name and address of receiving Party(ies)  
 Name: Vision Sports, Inc..

Internal Address: Costa Mesa, California

Street Address: 1711 Whittier Avenue

City: Costa Mesa State: CA ZIP: 92627

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 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 Release of Security Interest

Execution Date: November 30, 2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 See Attached Exhibit A

B. Trademark Registration No's  
 See Attached Exhibit A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Charles T.J. Weigell  
 Internal Address: Bryan Cave LLP  
1290 Avenue of the Americas  
New York, NY 10104

Street Address:  
1290 Avenue of the Americas

City: New York State: NY ZIP: 10104

6. Total Number of applications and registrations involved: 23

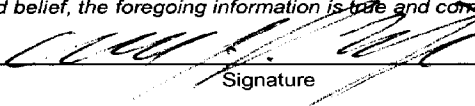
7. Total fee (37 CFR 3.41):.....\$ 590.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number:  
02-4467 - To be charged in the event of any deficiency in the fee presented herewith

(Attach) duplicate copy of this page if paying by deposit account)

9. State and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Charles T.J. Weigell  December 7, 2004

Name of Person Signing                              Signature                              Date

Total number of pages including this cover sheet and any attachments: 6

OMB No. 0651-0011 (exp. 4/94)

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OPR/FINANCE

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01 FC:0521  
02 FC:0522

**EXHIBIT A**

**Vision Sports, Inc. - Issued Registrations**

1,419,341  
1,432,898  
1,452,328  
1,467,554  
1,469,171  
1,472,500  
1,477,595  
1,488,572  
1,503,097  
1,506,001  
1,506,002  
1,506,010  
1,507,260  
1,595,467  
1,637,642  
1,653,117  
1,657,467  
1,661,774  
1,691,623  
1,722,031

**Vision Sports, Inc. - Pending Applications**

73/667,928  
73/715,529  
73/750,444

**RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

**WHEREAS**, pursuant to certain lending arrangements, including a line of credit by and among and Vision Sports, Inc. and Vision Street Wear, Inc. ("**Grantor**") and Barclays Business Credit, Inc. ("**Secured Party**"), Grantor, pursuant to a security agreement, granted to Secured Party a security interest in and to all of Grantor's right, title and interest in, to and under the trademarks set forth in **Exhibit A**, attached hereto ("**Secured Property**"); and

**WHEREAS**, such security interest was recorded at the Assignment Branch of the United States Patent and Trademark Office at Reel No. 0638, Frame Nos. 0292 and 0278 on February 13, 1989;

**WHEREAS**, Secured Party acknowledges and agrees that all of Grantor's obligations with respect to the certain lending arrangements referred to above, have now been fully and completely satisfied and that the security interest granted has been and hereby is terminated; and

**WHEREAS**, Secured Party desires to fully, completely and formally release its entire security interest in and to the Secured Property and in and to any and all other trademarks of Grantor, and the goodwill associated therewith, and to record such release with the U.S. Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby release and forever discharge and reconvey to Grantor any and all of Secured Party's right, title, and interest in, to, and under the Secured Property, and all goodwill associated therewith or relating thereto and in any and all other trademarks of Grantor, so that it is as if the security interest had never been granted by Grantor; Secured Party does further acknowledge and affirm that all of the rights and remedies of Secured Party with respect to the security interest concerning the Secured Property have been and are hereby extinguished; and Secured Party further agrees to perform all additional acts necessary (including executing additional documents) to confirm that Secured Party has no interests of any type whatsoever in, to, or under the Secured Property.

IN WITNESS WHEREOF, the undersigned has caused this RELEASE OF SECURITY INTERESTS IN TRADEMARKS to be executed and delivered as of the 30<sup>th</sup> day of November, 2004.

BARCLAYS BUSINESS CREDIT, INC.

By: 

Name: Timothy A. Clark

Its: Attorney-in-Fact

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