

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Etonic Worldwide LLC		11/07/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Brown Brothers Harriman & Co.
Street Address:	140 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2608319	AC FEEL
Registration Number:	2608318	AC GRIP
Registration Number:	2608317	AC TOUR
Registration Number:	2294411	AIR TECH 1000
Registration Number:	2295812	AIR TECHNOLOGY
Registration Number:	2285407	DIFFERENCE
Registration Number:	2291171	DIFFERENCE
Registration Number:	2311466	DIFFERENCE TOUR
Registration Number:	1973465	DRI-LITE
Registration Number:	1548392	DRP
Registration Number:	2177256	EON
Registration Number:	872644	ETONIC
Registration Number:	766756	ETONIC

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Registration Number:	1057749	ETONIC
Registration Number:	1328691	ETONIC
Registration Number:	1338021	ETONIC
Registration Number:	2265070	ETONIC ULTIMATE 2000
Registration Number:	2313456	PRO SUPPORT
Registration Number:	2670716	ST
Registration Number:	1105166	
Registration Number:	1352939	
Registration Number:	2770524	ST2
Registration Number:	2995866	STABILITE
Registration Number:	2990424	STABILIZER
Registration Number:	2770386	DRX

CORRESPONDENCE DATA

Fax Number: (860)275-0343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 860-275-0589
Email: ptomail@dbh.com
Correspondent Name: Barb Villandry, Day, Berry & Howard
Address Line 1: CityPlace 1
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	010947-00070
NAME OF SUBMITTER:	Barb Villandry
Signature:	/Barb Villandry/
Date:	01/18/2006

Total Attachments: 6
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SECURITY AGREEMENT (PATENTS AND TRADEMARKS)

SECURITY AGREEMENT (PATENTS AND TRADEMARKS) (this "Agreement"), dated as of November 7, 2005 between Etonic Worldwide LLC, a Delaware limited liability company (the "Borrower"), and Brown Brothers Harriman & Co. (the "Bank").

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A. The Borrower and the Bank have entered into a Demand Credit Facility and Security Agreement dated as of April 8, 2003 as amended by Amendment No. 1 to Demand Credit Facility and Security Agreement dated as of November 7, 2005 (as so amended and as further amended or supplemented from time to time, the "Credit Agreement").

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B. In addition to, but not in limitation of, the security interests granted by the Borrower to the Bank pursuant to the Credit Agreement, the Borrower wishes to grant security interests in favor of the Bank in the patents, trademarks and other intellectual property more fully described below.

1. All capitalized terms used herein without definitions shall have the respective meanings provided for in the Credit Agreement.

2. As security for the payment and performance of the Obligations, the Borrower, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Bank a continuing security interest in all of the following property of the Borrower, all in accordance with the terms and conditions of the Credit Agreement:

(a) All general intangibles including, without limitation, customer lists, contract rights, causes of action, goodwill, royalties, licenses, franchises, permits, intellectual property, blueprints, drawings, manuals, technical data, patents issued or assigned to and all patent applications of the Borrower and all exclusive licenses to the Borrower from third parties or right to use patents owned by such third parties, including without limitation, the patents, patent applications and exclusive licenses listed on Schedule 1A hereto (together with all inventions and improvements described and claimed therein, reissues, divisions, continuations, extensions and continuations in part thereof, income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, rights to sue for past, present or future infringements thereof, and any other rights corresponding thereto throughout the world), trade secrets, trade names, trade name applications, and trademarks, trademark registrations owned by or assigned to the Borrower along with all registrations and applications for the foregoing and all exclusive licenses from third parties of the right to use trademarks of such third parties specifically provided in Schedule 1B hereto (together with all renewals thereof, income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, rights to sue for past, present or future infringements thereof, any other rights corresponding thereto throughout the world);

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(b) All products of, accessions to, and proceeds of any of the foregoing, including without limitation instruments representing amounts receivable in respect of any patents, trademarks or copyrights.

3. The Borrower and the Lender hereby expressly agree that all of the rights and remedies of the Bank with respect to the security interests granted hereby are more fully set forth in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first written above.



ETONIC WORLDWIDE LLC,
a Delaware limited liability company

By: *Thomas W. Seeman*
Name: Thomas W. SEEMAN
Title: CEO

BROWN BROTHERS HARRIMAN & CO.

By: *Michael S. Harriman*
Name: Michael S. Harriman
Title: Vice President

SCHEDULE 1A

Patents*

GRANTED U.S. PATENTS

Docket No.	Title	Patent No.	Grant Date
004813	DYNAMIC SUPPORT SYSTEM FOR ATHLETIC SHOES	4854057	08AU1989
004816	SHOESOLE FOR GOLF SHOE	4885851	12DE1989
004818DN	GOLF SHOE BOTTOM	D310294	04SE1990
004819DN	GOLF GLOVE	D347910	14JE1994
005167DN	SOFT SPIKED SOLE FOR GOLF SHOES	D400346	03NO1998
005093DN	GOLF SHOE CLEAT	D401750	01DE1998
005095DN	GOLF SHOE CLEAT	D401751	01DE1998
005097DN	GOLF SHOE CLEAT	D401748	01DE1998
005098DN	GOLF SHOE CLEAT	D401749	01DE1998
005101DN	GOLF SHOE CLEAT	D401752	01DE1998
005094DN	GOLF SHOE CLEAT	D402801	22DE1998
005096DN	GOLF SHOE CLEAT	D402800	22DE1998
005099DN	GOLF SHOE CLEAT	D402799	22DE1998
005141DN	DECORATIVE SHOE PLATE FOR USE ON GOLF SHOES	D405246	09FE1999
005066	COMPOSITE CLEAT FOR ATHLETIC SHOE	5906059	25MY1999
005672DN	OUTSOLE FOR A GOLF SHOE	D412392	03AU1999
005673DN	GOLF SHOE OUTSOLE	D416670	23NO1999
005671DN	GOLF SHOE OUTSOLE	D420209	08FE2000
005674DN	OUTSOLE FOR GOLF SHOE	D420496	15FE2000
005670DN	SPIKELESS CLEAT	D421175	29FE2000
005927DN	ATHLETIC SHOE CLEAT	D424384	09MY2000
005885	SELF-LOCATING SOLE	6092307	25JL2000
005904DN	PORTION OF GOLF SHOE OUTSOLE	D432761	31OC2000

GRANTED U.S. PATENTS

Docket No.	Title	Patent No.	Grant Date
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GRANTED U.S. PATENTS

Docket No.	Title	Patent No.	Grant Date
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005803	GAITER FOR RUNNING SHOE	6148544	21NO2000
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005900	CUSHIONING SYSTEM FOR GOLF SHOES	6176025	23JA2001
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005954DN	ARCH PORTION OF A GOLF SHOE OUTSOLE	D436718	30JA2001
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006000DN	RETAILER DISPLAY	D436755	30JA2001
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005903DN	PORTION OF GOLF SHOE OUTSOLE	D437107	06FE2001
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005902DN	PORTION OF A GOLF SHOE OUTSOLE	D441943	15MY2001
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005953DN	ARRANGEMENT OF WEAR BARS ON A GOLF SHOE	D443407	12JE2001
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006008DN	FOOTBED SURFACE DESIGN FOR GOLF SHOES	D446637	21AU2001
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005899	BIO-MECHANICALLY EXTENDED HEEL FOR GOLF SHOE	6694647	26MY1999
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223671	ATHLETIC SHOE**	4878300	07NO1989
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*Etonic does not intend to renew all listed patents as renewal payments become due, since Etonic has determined that some of the patents are not valuable. Further, while Etonic has done its best to create an accurate list, Etonic does not guarantee that all listed patents are registered, as Etonic has purposely been letting the irrelevant patents expire.

**Patent was assigned to Mizuno, and Mizuno simultaneously granted Etonic a license to use the patent.

JLS

SCHEDULE 1B

Trademarks*

Mark	Registration No.
A C FEEL	2608319
A C GRIP	2608318
A C TOUR	2608317
AIR TECH 1000	2294411
AIR TECHNOLOGY	2295812
DIFFERENCE	2285407
DIFFERENCE	2291171
DIFFERENCE TOUR	2311466
DRI-LITE	1973465
DRP	1548392
EON	2177256
ETONIC	872644
ETONIC	766756
ETONIC	1057749
ETONIC and Design	1328691
ETONIC and Design	1338021
ETONIC ULTIMATE 2000	2265070
PRO SUPPORT	2313456
ST	2670716
STRIPE Design	1105166
Z Design	1352939
ST2	75/556578
STABILITE	2995866
STABILIZER	2990424
DRX	2770386

*Etonic does not intend to renew all listed trademarks as renewal payments become due, since Etonic has determined that some of the trademarks are not valuable. Further, while Etonic has done its best to create an accurate list, Etonic does not guarantee that all listed trademarks are registered, as Etonic has purposely been letting the irrelevant trademarks expire.

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