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
Wachovia Bank, National Association	FORMERLY Congress Financial Corp.	04/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fila Luxembourg S.a.R.L.
Street Address:	1 Fila Way
City:	Sparks
State/Country:	MARYLAND
Postal Code:	21152
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2796660	CIESSE
Registration Number:	1267960	CIESSE PIUMINI
Registration Number:	2050548	F
Registration Number:	2143012	F
Registration Number:	2144958	F
Registration Number:	2145527	F
Registration Number:	2188592	F
Registration Number:	2192292	F
Registration Number:	1098835	F
Registration Number:	1520482	F
Registration Number:	1556584	F
Registration Number:	2227372	F
Registration Number:	1032383	F

CH $1265.00 2796660

Registration Number:	1196746	F
Registration Number:	1576379	F
Registration Number:	2022346	F FILA
Registration Number:	2027348	INDIGO
Registration Number:	2670921	F
Registration Number:	2191018	F OUTDOOR
Registration Number:	1458405	F
Registration Number:	2004655	FILA
Registration Number:	2011613	FILA
Registration Number:	2044709	FILA U.S.A.
Registration Number:	2065691	FILA
Registration Number:	2065692	FILA
Registration Number:	2065694	FILA
Registration Number:	2067754	FILA
Registration Number:	2143013	FILA
Registration Number:	2146597	FILA
Registration Number:	2149812	FILA
Registration Number:	2190020	FILA
Registration Number:	2254259	FILA
Registration Number:	2301684	FILA
Registration Number:	1564119	FILA
Registration Number:	2220108	FILA
Registration Number:	1606409	FILA
Registration Number:	974050	FILA
Registration Number:	2065693	FILA
Registration Number:	991493	FILA
Registration Number:	1465549	FILA
Registration Number:	2213599	FILA SPORT
Registration Number:	2116955	FILA SPORT BLU
Registration Number:	2051650	FILA TECH
Registration Number:	2060107	FILA TECH
Registration Number:	1301762	FILA FILA
Registration Number:	1268641	FILA FILA
Registration Number:	2145780	FILA SPORT
Registration Number:	2115930	ICE TECH

Registration Number:	2048735	PRO F
Registration Number:	2032539	SKY RUNNER

CORRESPONDENCE DATA

Fax Number: (212)319-4090

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

Phone: 212-318-6815

Email: rls@paulhastings.com

Correspondent Name: Rebecca Kelder Myers

Address Line 1: 75 East 55th Street

Address Line 2: Paul, Hastings, Janofsky & Walker LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	71864.00001 - FILA
NAME OF SUBMITTER:	Rebecca Kelder Myers
Signature:	/rkm/
Date:	04/30/2007

Total Attachments: 31
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of April 26, 2007 by Wachovia Bank, National Association, successor to Congress Financial Corporation, as agent for certain lenders (in such capacity, "Agent") pursuant to that certain Loan and Security Agreement dated June 10, 2003 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") in favor of Fila Luxembourg S.à.R.L. ("Debtor").

WHEREAS, pursuant to the Loan Agreement, Debtor executed and delivered that certain Trademark Collateral Assignment and Security Agreement, dated March 5, 2004 (the "Security Agreement") in favor of Agent;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on May 5, 2004 at Reel 2955, Frame 864 as set forth in Exhibit A;

WHEREAS, pursuant to the Security Agreement, Debtor granted to Agent a security interest in and a general lien upon, and a conditional assignment of, among other things, the trademarks identified in Exhibit B attached hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases to Debtor, terminates its security interest in and lien on, and reassigns any such right, title and interest it may have (if any) in all of the following items of property granted in favor of Agent granted pursuant to the Security Agreement:

(a) All of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks identified in Exhibit B, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Released Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature;

(b) the goodwill of the business symbolized by each of the Released Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Released Trademarks;

(c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(d) the right to sue for past, present and future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) any and all proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Released Trademarks.

This Release is without representation, warranty or recourse of any kind, nature or description. This Release is subject to the terms and conditions of the Termination Agreement, dated March 30, 2007, among Debtor, Fila U.S.A., Inc. and certain of its affiliates and Agent. This Release shall be binding upon Agent's legal representatives, assigns and successors.

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: Dionne S. Rice
Name: Dionne S. Rice
Title: Vice President

EXHIBIT A

May 5, 2004 Security Agreement

05-05-2004

5-15-04

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/20

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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):
FILA LUXEMBOURG S.À.R.L.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State Luxembourg
☐ Other

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

2. Name and address of receiving party(ies)
Name: CONGRESS FINANCIAL CORPORATION,
Internal Address: AS AGENT
Street Address: 1133 Avenue of the Americas
City: New York State: NY Zip: 10036

☐ 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: 03/05/04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
SEE EXHIBIT A ATTACHED HERETO

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen M. Linehan
Internal Address:
Otterbourg, Steindler, Houston & Rosen, P.C.
Street Address: 230 Park Avenue
City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 3.41) $ 1,315.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Helen M. Linehan
Name of Person Signing

Helen M. Linehan
Signature

6/04/04
Date

Total number of pages including cover sheet, attachments, and document: 22

05/05/2004 STONI1 00000016 2796660
01 FC:8521 40.00 OP
02 FC:8522 1275.00 OP

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

EXHIBIT A
TO RECORDATION FORM COVER SHEET
(TRADEMARKS ONLY)

MARK	REGISTRATION NO.
CIESSE	2796660
CIESSE PIUMINI	1267960
F	1576379
F	2050548
F	2143012
F	2144958
F	2145527
F	2188592
F	2192292
F	1098835
F	1520482
F	1556584
F	2227372
F	1032383
F	1196746
F	1576379
F FILA	2022346
F FILA	2027348
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F	1458405
FILA	1606409
FILA	2004655
FILA	2011613
FILA	2044709
FILA	2065691
FILA	2065692
FILA	2065694
FILA	2067754
FILA	2143013
FILA	2146597
FILA	2149812
FILA	2190020
FILA	2254259
FILA	2301684
FILA	1564119
FILA	2220108
FILA	1606409
FILA	974050
FILA	2065693
FILA + GLOBO	991493
FILA A COLORI	1465549
FILA SPORT	2213599
FILA SPORT BLU	2116955
FILA TECH	2051650
FILA TECH	2060107
FILA+GLOBO	1301762
FILA+GLOBO	1268641
FILASPORT	2145780
ICE TECH	2115930
PRO F	2048735
SKY RUNNER	2032539

[EXECUTION]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 5, 2004, is by and between Fila Luxembourg S.à.R.L., a corporation formed under the laws of Luxembourg ("Debtor"), and Congress Financial Corporation, a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity "Secured Party").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Fila U.S.A., Inc., a Delaware corporation ("Fila USA"), Fila Canada Inc., an Ontario corporation ("Fila Canada") and Fila Trading, Inc., a Delaware corporation ("Trading", together with Fila USA and Fila Canada, each, a "Borrower" and collectively, "Borrowers"), Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated June 10, 2003, by and among Borrowers, certain affiliates of Borrowers, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor, Fila Nederland B.V., a private company with limited liability formed under the laws of the Netherlands ("Parent") and Brandon One Equipment LLC, a Delaware limited liability company ("Brandon", and together with Debtor and Parent, each individually a "Guarantor" and collectively, "Guarantors") have absolutely and unconditionally, jointly and severally, guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrowers to Secured Party and Lenders as set forth in the Guarantee, dated June 10, 2003, by Guarantors in favor of Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide

TRADEMARK
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other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for itself and the benefit of Lenders) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED.

The security interest, lien and other interests granted to Secured Party (for itself and the benefit of Lenders) pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender (and, to the extent set forth in the Loan Agreement, any of their respective affiliates or other institutions that may be providing financial accommodations secured by the assets subject to the security interest of Agent), including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantee, this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without

TRADEMARK
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TRADEMARK
REEL: 003531 FRAME: 0930

limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Except as set forth in Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral in accordance with the terms and provisions of the Loan Agreement. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other

country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks listed on Exhibit A hereto and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may reasonably be expected to become abandoned, invalidated, unenforceable, avoided, or avoidable, except that so long as no Default or Event of Default shall exist or have occurred and be continuing, Debtor may abandon any Trademark that is not affixed to, or used in connection with the manufacture, sale or distribution of, any inventory of Debtor or any of its affiliates and has not otherwise been and is not otherwise being used by Debtor or any of its affiliates and is otherwise deemed by Debtor in the exercise of its reasonable business judgment to be no longer useful or of any material economic value. Except as set forth in the previous sentence, Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may reasonably be expected to become abandoned, canceled, invalidated, avoided, or avoidable.

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(j) Debtor shall render any reasonable assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge after due investigation, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for claims resulting solely from Secured Party's and the Lenders' gross negligence or willful misconduct (as determined in a final non-appealable order of a court of competent jurisdiction). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate based on the Prime Rate (as defined in the Loan Agreement) then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

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TRADEMARK
REEL: 003531 FRAME: 0933

5. RIGHTS AND REMEDIES.

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or is required by applicable law:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine in good faith.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations in accordance with the terms of the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the

application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer, respond or move in respect of such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

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(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:
c/o Fila U.S.A., Inc.
1 Fila Way
Sparks, Maryland 21152
Attention: Robert Galvin, Chairman
Telephone No.: (410) 773-3263
Telecopy No.: (410) 773-4999

with a copy to:
Fila U.S.A., Inc.
1 Fila Way
Sparks, Maryland 21152-3000
Attention: Rosemary Carpenter, Esq.

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Telephone No.: (410) 773-3820
Telecopy No.: (410) 773-4999

If to Secured Party and Lenders:

Congress Financial Corporation, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: (212) 840-6259
Telecopy No.: (212) 545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

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(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

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TRADEMARK
REEL: 003531 FRAME: 0938

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FILA LUXEMBOURG S.À.R.L.

By: _____

Title: A Manager

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION, as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FILA LUXEMBOURG S.À.R.L.

By: _____

Title: _____

By: _____

Title: Chr. Joop VELLE, Manager B

CONGRESS FINANCIAL CORPORATION, as Agent

By: _____

Title: _____

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FILA LUXEMBOURG S.À.R.L.

Sports Brands International, as A Manager

By: _____

Title: _____

B Manager:

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION, as Agent

By: Dianne J. Rice

Title: VICE PRESIDENT

330364.1

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 14th day of April, 2004, before me personally came Seth Platts, to me known, who being by me duly sworn, did depose, acknowledge and say that she/he is the Manager A of Fila Luxembourg S.à.R.L., the corporation which executed the foregoing instrument and that she/he signed her/his name thereto by order of the board of directors of such corporation.

Regina E. Cianci
Notary Public

REGINA E. CIANCI
Notary Public, State of New York
No. 30-4676879
Qualified in Westchester County
Commission Expires Nov. 30, 2006

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of April, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that she/he is the Manager B of Fila Luxembourg S.à.R.L., the corporation which executed the foregoing instrument and that she/he signed her/his name thereto by order of the board of directors of such corporation.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ___ day of April, 2004, before me personally came _____, to me known, who, being duly sworn, did depose and say, that she/he is the _____ of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she/he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

330364.1

STATE OF)
) ss.:
~~COUNTY OF~~)

On the ____ day of March, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that she/he is the Manager A of Fila Luxembourg S.à.R.L., the corporation which executed the foregoing instrument and that she/he signed her/his name thereto by order of the board of directors of such corporation.

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the 7 day of April, 2004, before me personally came Christophe Ville, to me known, who being by me duly sworn, did depose, acknowledge and say that she/he is the Manager B of Fila Luxembourg S.à.R.L., the corporation which executed the foregoing instrument and that she/he signed her/his name thereto by order of the board of directors of such corporation.

_____
Notary Public

Jacques DELVAUX, notaire
Luxembourg

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ___ day of March, 2004, before me personally came _____, to me known, who, being duly sworn, did depose and say, that she/he is the _____ of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she/he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

330364.1

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of March, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that she/he is the A Manager of FILA LUXEMBOURG S.À.R.L., the corporation which executed the foregoing instrument and that she/he signed her/his name thereto by order of the board of directors of such corporation.

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of March, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that she/he is the B Manager of FILA LUXEMBOURG S.À.R.L., the corporation which executed the foregoing instrument and that she/he signed her/his name thereto by order of the board of directors of such corporation.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16 day of March, 2004, before me personally came DIONNE S. RICE to me known, who, being duly sworn, did depose and say, that ~~she~~/he is ~~the~~ VICE PRESIDENT of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she/he signed her/his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public

AMY HOTALING
NOTARY PUBLIC, State of New York
#4862068 Qualified in New York County
Commission Expires June 23, 2006

330364.1

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

See Attached

through Applicant's substantia	COUNTRY	OWNER	REGISTRATION NO.	REGISTRATION DATE	EXPIRATION DATE
CIESSE	USA	FILA LUXEMBOURG SARL	2796660	12/23/2003	12/23/2013
CIESSE PIUMINI	USA	FILA LUXEMBOURG SARL	1267960	2/21/1984	2/21/2004
F	USA	FILA LUXEMBOURG SARL	1576379	1/9/1990	1/9/2010
F	USA	FILA LUXEMBOURG SARL	2050548	4/8/1997	4/8/2007
F	USA	FILA LUXEMBOURG SARL	2143012	3/10/1998	3/10/2008
F	USA	FILA LUXEMBOURG SARL	2144958	3/17/1998	3/17/2008
F	USA	FILA LUXEMBOURG SARL	2145527	3/17/1998	3/17/2008
F	USA	FILA LUXEMBOURG SARL	2188592	9/8/1998	9/8/2008
F	USA	FILA LUXEMBOURG SARL	2192292	9/29/1998	9/29/2008
F	USA	FILA LUXEMBOURG SARL	1098835	8/8/1978	8/8/2008
F	USA	FILA LUXEMBOURG SARL	1520462	1/17/1989	1/17/2009
F	USA	FILA LUXEMBOURG SARL	1556584	9/19/1989	9/19/2009
F	USA	FILA LUXEMBOURG SARL	2227372	3/2/1999	3/2/2009
F	USA	FILA LUXEMBOURG SARL	1032383	2/3/1976	2/3/2006
F	USA	FILA LUXEMBOURG SARL	1196746	6/1/1982	6/1/2012
F FILA	USA	FILA LUXEMBOURG SARL	1576379	1/9/1990	1/9/2010
F FILA	USA	FILA LUXEMBOURG SARL	2022346	12/10/1996	12/10/2006
F	USA	FILA LUXEMBOURG SARL	2027348	12/31/1996	12/31/2006
F OUTDOOR	USA	FILA LUXEMBOURG SARL	2670921	1/7/2003	1/7/2013
F	USA	FILA LUXEMBOURG SARL	2191018	9/22/1998	9/22/2008
FILA	USA	FILA LUXEMBOURG SARL	1458405	9/22/1997	9/22/2007
FILA	USA	FILA LUXEMBOURG SARL	1606409	7/17/1990	7/17/2010
FILA	USA	FILA LUXEMBOURG SARL	2004655	10/1/1996	10/1/2006
FILA	USA	FILA LUXEMBOURG SARL	2011613	10/29/1996	10/29/2006
FILA	USA	FILA LUXEMBOURG SARL	2044709	3/11/1997	3/11/2007
FILA	USA	FILA LUXEMBOURG SARL	2065691	3/11/1997	3/11/2007
FILA	USA	FILA LUXEMBOURG SARL	2065692	5/27/1997	5/27/2007
FILA	USA	FILA LUXEMBOURG SARL	2065694	5/27/1997	5/27/2007
FILA	USA	FILA LUXEMBOURG SARL	2067754	6/3/1997	6/2/2007
FILA	USA	FILA LUXEMBOURG SARL	2143013	3/10/1998	3/10/2008
FILA	USA	FILA LUXEMBOURG SARL	2146597	3/24/1998	3/24/2008
FILA	USA	FILA LUXEMBOURG SARL	2149812	4/7/1998	4/7/2008
FILA	USA	FILA LUXEMBOURG SARL	2190020	9/15/1998	9/15/2008
FILA	USA	FILA LUXEMBOURG SARL	2254259	6/15/1999	6/15/2009
FILA	USA	FILA LUXEMBOURG SARL	2301684	12/21/1999	12/21/2009
FILA	USA	FILA LUXEMBOURG SARL	1564119	11/7/1989	11/7/2009
FILA	USA	FILA LUXEMBOURG SARL	2220108	1/26/1999	1/26/2009
FILA	USA	FILA LUXEMBOURG SARL	1606409	7/17/1990	7/17/2010
FILA	USA	FILA LUXEMBOURG SARL	974050	11/27/1973	11/27/2013
FILA + GLOBO	USA	FILA LUXEMBOURG SARL	2065693	5/27/1997	5/27/2007
FILA A COLORI	USA	FILA LUXEMBOURG SARL	991493	8/20/1974	8/20/2004
FILA SPORT	USA	FILA LUXEMBOURG SARL	1465549	11/17/1987	11/17/2007
FILA SPORT BLU	USA	FILA LUXEMBOURG SARL	2213599	12/29/1998	12/29/2008
FILA TECH	USA	FILA LUXEMBOURG SARL	2116955	11/25/1997	11/25/2007
FILA TECH	USA	FILA LUXEMBOURG SARL	2051650	4/8/1997	4/8/2007
FILA+GLOBO	USA	FILA LUXEMBOURG SARL	2060107	5/6/1997	5/6/2007
FILA+GLOBO	USA	FILA LUXEMBOURG SARL	1301762	10/23/1984	10/23/2004
FILASPORT	USA	FILA LUXEMBOURG SARL	1268641	2/28/1984	2/28/2004
ICE TECH	USA	FILA LUXEMBOURG SARL	2145780	3/24/1998	3/24/2008
PRO F	USA	FILA LUXEMBOURG SARL	2115930	11/25/1997	11/25/2007
SKY RUNNER	USA	FILA LUXEMBOURG SARL	2048735	4/1/1997	4/1/2007
	USA	FILA LUXEMBOURG SARL	2032539	1/21/1997	1/21/2007

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

See Attached

License Agreements of Fila Luxembourg Sàrl

Name of Document	Date of Document	Licensor/Licensee	Term	Licensed Intellectual Property
Trademark License Agreement	11/12/01	Fila Luxembourg Sàrl and F.G.E. Ltd.	11/01/01 – 12/31/07	F and Fila trademarks
Trademark License Agreement	1/3/02	Fila Luxembourg Sàrl and Sportworld Corp. (Panama)	1/1/02 – 12/31/06	F and Fila trademarks
Trademark License Agreement	11/30/01	Fila Luxembourg Sàrl and Dierre Srl	1/1/00 – 12/31/06	F and Fila trademarks
License Agreement	11/8/01	Fila Watches and Accessories Ltd. (Hong Kong) and Fila Luxembourg Sàrl	1/1/00 – 12/31/07	F and Fila trademarks
Trademark License Agreement	9/24/01	Fila Luxembourg Sàrl and Proline International Limited	1/1/00 – 12/31/03	F and Fila trademarks
License Agreement	9/30/99	Fila Luxembourg Sàrl and Italy Sport S.A.	12/31/99 – 12/31/06	F and Fila trademarks
License Agreement	3/16/01	Fila Luxembourg Sàrl and Mr. Jose Ma T. Albert and Mrs. Maricris A.S. Albert	1/1/01 – 1/1/26	F and Fila trademarks
License Agreement	7/1/02	Fila Luxembourg Sàrl and SM Brands PTY Limited ACN100 717 968	1/1/02 – 12/31/09	F and Fila trademarks
Apparel, Footwear, Accessories, Underwear, Bike License Agreement	6/14/01	Fila Luxembourg Sàrl and Kanebo, Ltd.	1/1/02 – 12/31/06	F and Fila trademarks
License Agreement	1/1/00	Fila Luxembourg Sàrl and Al Srad Ltd.	1/1/00 – 12/31/03	F and Fila trademarks
License Agreement	5/24/02	Fila Luxembourg Sàrl and Haddad Clothing Co. LLC	1/1/02 – 12/31/05	F and Fila trademarks
License Agreement	1/9/02	Fila Luxembourg Sàrl and Two and One Co., Ltd.	1/1/02 – 12/31/03	F and Fila trademarks
License Agreement	12/22/99	Fila Luxembourg Sàrl and	1/1/00 –	F and Fila

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		Casting System Co. Ltd.	12/31/05	trademarks
License Agreement	5/25/00	Fila Luxembourg Sàrl and P.T. Polyfilatex	5/25/00 – 12/31/06	F and Fila trademarks
Distribution and License Agreement	7/5/00	Fila Luxembourg Sàrl and Fila Sport Iberica S.A.	7/1/2000-12/31/2001 with automatic 1 yr. renewals	F and Fila trademarks
Agreement	1/8/92	Fila Luxembourg Sàrl and Lovable Italiana S.p.a	1/1/92 – 12/31/98	F and Fila trademarks
Trademark License Agreement	4/21/03	Fila Luxembourg Sàrl and Authentic Sports Pte. Ltd.	3/2003-12/31/2007	F and Fila trademarks
License Agreement	2/15/2002	Fila Luxembourg Sàrl and Fila Korea, Ltd.	1/1/2002-12/31/2004	F and Fila marks

The following agreements require consent for assignment to Fila Luxembourg Sàrl by Fila Sport S.p.A.

Name of Document	Date of Document	Licensor/Licensee	Term	Licensed Intellectual Property
Manufacturing, Distribution, License and Service Agreement	7/1/00	Fila Sport S.p.A. and Fila Mexico, S.A. de C.V.	7/1/2000-12/31/2000 with automatic 1 yr. renewals	F and Fila trademarks
Trademark License Agreement	10/18/00	Fila Sport S.p.A. and Fila Canada Inc.	1/1/2000-12/31/2000 with automatic 1 yr. renewals	F and Fila trademarks
Manufacturing, Distribution, License and Service Agreement	8/2/00	Fila Sport S.p.A. and Fila Deutschland GmbH	7/1/2000-12/31/2000 with automatic 1 yr. renewals	F and Fila trademarks

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TRADEMARK
REEL: 003531 FRAME: 0949

Manufacturing, Distribution, License and Service Agreement	8/11/00	Fila Sport S.p.A. and Fila France S.A.	7/1/2000-12/31/2000 with automatic 1 yr. renewals	F and Fila trademarks
License Agreement	5/2000	Fila Sport S.p.A. and Fila Do Brazil Ltda.	Can not be determined.	F and Fila trademarks
Manufacturing, Distribution, License and Service Agreement	1/1/00	Fila Sport S.p.A. and Fila Sport Taiwan Ltd.	1/1/00 – 12/31/00 with automatic 1 yr. renewals	F and Fila trademarks
Manufacturing, Distribution, License and Service Agreement	1/1/2000	Fila Sport S.p.A. and Fila Argentina S.A.	1/1/00 – 12/31/00 with automatic 1 yr. renewals	F and Fila trademarks
Manufacturing, Distribution, License and Service Agreement	9/12/00	Fila Luxembourg Sàrl and Fila Sport (Hong Kong)	1/1/00 – 12/31/00 with automatic 1 yr. renewals	F and Fila trademarks

TRADEMARK
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TRADEMARK
REEL: 003531 FRAME: 0950

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that FILA LUXEMBOURG S.À.R.L. ("Debtor"), having an office at 1 Fila Way, Sparks, Maryland 21152, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: March __, 2004

FILA LUXEMBOURG S.À.R.L.

Sports Brands International Ltd, as A Manager:

By:_____

Title:_____

B Manager:

By:_____

Title:_____

330364.1

STATE OF)
) ss.:
COUNTY OF)

On the __ day of March, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the A Manager of FILA LUXEMBOURG S.À.R.L., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

_____
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the __ day of March, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the B Manager of FILA LUXEMBOURG S.À.R.L., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

_____
Notary Public

330364.1

EXHIBIT B

Trademarks

MARK	COUNTRY	OWNER OF RECORD	REGISTRATION NO.	REGISTRATION DATE
CIESSE	USA	FILA LUXEMBOURG S.à.R.L.	2796660	12/23/2003
CIESSE PIUMINI	USA	FILA LUXEMBOURG S.à.R.L.	1267960	2/21/1984
F	USA	FILA LUXEMBOURG S.à.R.L.	1576379	1/9/1990
F	USA	FILA LUXEMBOURG S.à.R.L.	2050548	4/8/1997
F	USA	FILA LUXEMBOURG S.à.R.L.	2143012	3/10/1998
F	USA	FILA LUXEMBOURG S.à.R.L.	2144958	3/17/1998
F	USA	FILA LUXEMBOURG S.à.R.L.	2145527	3/17/1998
F	USA	FILA LUXEMBOURG S.à.R.L.	2188592	9/8/1998
F	USA	FILA LUXEMBOURG S.à.R.L.	2192292	9/29/1998
F	USA	FILA LUXEMBOURG S.à.R.L.	1098835	8/8/1978
F	USA	FILA LUXEMBOURG S.à.R.L.	1520482	1/17/1989
F	USA	FILA LUXEMBOURG S.à.R.L.	1556584	9/19/1989
F	USA	FILA LUXEMBOURG S.à.R.L.	2227372	3/2/1999
F	USA	FILA LUXEMBOURG S.à.R.L.	1032383	2/3/1976
F	USA	FILA LUXEMBOURG S.à.R.L.	1196746	6/1/1982
F	USA	FILA LUXEMBOURG S.à.R.L.	1576379	1/9/1990
F FILA	USA	FILA LUXEMBOURG S.à.R.L.	2022346	12/10/1996
F FILA	USA	FILA LUXEMBOURG S.à.R.L.	2027348	12/31/1996
F	USA	FILA LUXEMBOURG S.à.R.L.	2670921	1/7/2003
F OUTDOOR	USA	FILA LUXEMBOURG S.à.R.L.	2191018	9/22/1998
F	USA	FILA LUXEMBOURG S.à.R.L.	1458405	9/22/1997
FILA	USA	FILA LUXEMBOURG S.à.R.L.	1606409	7/17/1990
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2004655	10/1/1996
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2011613	10/29/1996
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2044709	3/11/1997
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2065691	3/11/1997
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2065692	5/27/1997
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2065694	5/27/1997
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2067754	6/3/1997
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2143013	3/10/1998
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2146597	3/24/1998
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2149812	4/7/1998
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2190020	9/15/1998
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2254259	6/15/1999
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2301684	12/21/1999
FILA	USA	FILA LUXEMBOURG S.à.R.L.	1564119	11/7/1989
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2220108	1/26/1999
FILA	USA	FILA LUXEMBOURG S.à.R.L.	1606409	7/17/1990
FILA	USA	FILA LUXEMBOURG S.à.R.L.	974050	11/27/1973
FILA	USA	FILA LUXEMBOURG S.à.R.L.	2065693	5/27/1997
FILA + GLOBO	USA	FILA LUXEMBOURG S.à.R.L.	991493	8/20/1974
FILA A COLORI	USA	FILA LUXEMBOURG S.à.R.L.	1465549	11/17/1987
FILA SPORT	USA	FILA LUXEMBOURG S.à.R.L.	2213599	12/29/1998
FILA SPORT BLU	USA	FILA LUXEMBOURG S.à.R.L.	2116955	11/25/1997
FILA TECH	USA	FILA LUXEMBOURG S.à.R.L.	2051650	4/8/1997
FILA TECH	USA	FILA LUXEMBOURG S.à.R.L.	2060107	5/6/1997
FILA+GLOBO	USA	FILA LUXEMBOURG S.à.R.L.	1301762	10/23/1984
FILA+GLOBO	USA	FILA LUXEMBOURG S.à.R.L.	1268641	2/28/1984
FILASPORT	USA	FILA LUXEMBOURG S.à.R.L.	2145780	3/24/1998
ICE TECH	USA	FILA LUXEMBOURG S.à.R.L.	2115930	11/25/1997
PRO F	USA	FILA LUXEMBOURG S.à.R.L.	2048735	4/1/1997
SKY RUNNER	USA	FILA LUXEMBOURG S.à.R.L.	2032539	1/21/1997