

FORM PTO-1594 (Rev. 6-93)

07-16-1998

07-27-1998

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

Tab settings



To the Honorable Commissioner of Patents

100777277

Send original documents or copy thereof.

MRD 7-16-98

1. Name of conveying party(ies):

AGRON, INC.

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

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

2. Name and address of receiving party(ies)

Name: UNION BANK OF CALIFORNIA, N.A.

Internal Address:

Street Address: 70 SOUTH LAKE AVE, STE 900

City: PASADENA State: CA ZIP: 91101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CA
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: JUNE 26, 1998

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

A. Trademark Application No.(s)

75/464483, 75/464482, 75/466754

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LINDA PEACOCK/ CSC

Internal Address:

Street Address: 80 STATE STREET

6TH FLOOR

City: ALBANY State: NY ZIP: 12207

882741-010/LJP

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement 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.

LINDA PEACOCK

Name of Person Signing

Linda Peacock

Signature

7/14/98

Date

Total number of pages including cover sheet, attachments, and document: 5

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

REGISTERED TRADEMARKS

<u>GRANTOR</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
None.			

PENDING TRADEMARK APPLICATIONS

<u>GRANTOR</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Agron, Inc.	Double Layer System	75/464483	April 8, 1998
Agron, Inc.	Aqua Seal	75/464482	April 8, 1998
Agron, Inc.	Undersports	75/466754	April 13, 1998

TRADEMARK LICENSES

Agron, Inc. has a license to used the Adidas mark pursuant to that certain Sublicense Agreement between Adidas America, Inc. and Agron, Inc. made as of September 7, 1995 and effective as of January 1, 1996, and the Sublicense Agreement between Adidas America, Inc. and Agron, Inc. (Inflatable Ball) made as of May 6, 1997 and effective as of January 1, 1998.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 1998, by AGRON, INC., a California corporation ("Grantor"), in favor of Union Bank of California, N.A., a national banking association, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

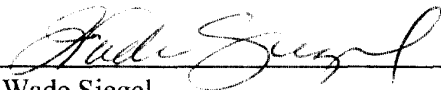
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

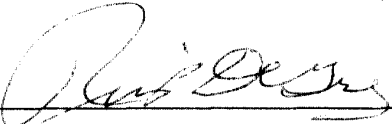
AGRON, INC.

By: 
Wade Siegel
Title _____

By: 
Anton L. Schiff
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

UNION BANK OF CALIFORNIA, N.A.

By: 
Name: _____
Title _____