

MRS 10-30-98

11-04-1998

Patents To the F
 Trademarks Please re



Remarks:
/ thereof.

100868859

1. Name of Party(ies) conveying an interest: _____ .ress of Party(ies) receiving an interest: _____

Skateboard World Industries, Inc.
815 N. Nash Street
El Segundo, California 90245

Name: Sanwa Business Credit Corporation
Internal Address: Attention: Region Manager
Street Address: 550 North Brand Boulevard, Suite 950
City: Glendale
State: California Zip: 91203

MRS

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other _____

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____
Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No

3. Interest Conveyed:
 Assignment Association
 Security Agreement Limited Partnership
 Other _____
Execution Date: As of October 22, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: Yes
 No
2,101,101; 2,104,941; 2,099,036; 2,101,100; 75/289996

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corp.
Internal Address: _____
Street Address: 400 Seventh St NW
City: Washington
State: DC Zip: 20004

6. Number of applications, patents, or registrations involved:
5

7. Amount of fee enclosed or authorized to be charged:
\$140.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

11/03/1998 JSHABAZZ 00000142 2101101
01 FC:481 40.00 OP
02 FC:482 100.00 OP

ASSIGNED
REGISTERED

DO NOT USE THIS SPACE

9. Date of execution of attached document As of October 22, 1998
10. 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 documents.

October 26, 1998
Date

[Signature]
Signature

Wesley E. Odom
Name of Person Signing

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 22, 1998, is executed by Skateboard World Industries, Inc., a California corporation ("Borrower"), in favor of Sanwa Business Credit Corporation ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower, certain of its affiliates, and Lender, Lender has agreed to extend certain credit facilities to Borrower and its affiliates upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Liabilities, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Liabilities.


Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

Sanwa Business Credit Corporation
550 N. Brand Boulevard, Suite 950
Glendale, California 91203
Attn: Region Manager
Telecopier No.: (818) 545-0095

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed
as of the day and year first above written.

SKATEBOARD WORLD INDUSTRIES, INC.

By: 
Name: Scott E. Drouillard
Title: Chief Financial Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 14, 1998 before me, Wesley E. Odom, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Scott E. Drouillard
Name(s) of Signer(s)

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Wesley E. Odom
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

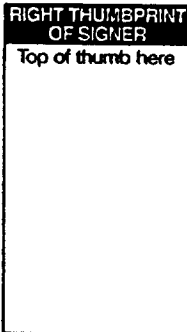
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

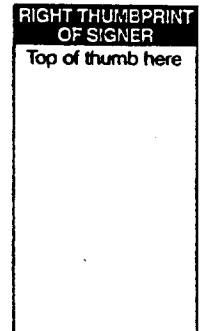
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BLIND	United States	9/30/97	2,101,101
BLIND (STYLIZED)	United States	10/14/97	2,104,941
WORLD INDUSTRIES	United States	9/23/97	2,099,036
WORLD INDUSTRIES AND DESIGN	United States	9/30/97	2,101,100

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application No.</u>
A-TEAM	United States	5/12/97	75/289996

B-1

DOCSLA1:276947.1 5x_z01!.doc
6891-28 SGG 10/23/98

RECORDED: 10/30/1998

TRADEMARK
REEL: 1808 FRAME: 0238