04-14-2000 FORM PTO-1618A Expires 06/30/99 Office OMB 0651-0027 3.2.00 101320302 RECORDATION FOR COVER SHEET TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Submission Type Conveyance Type New X Assignment License Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignment Document ID# Effective Date Merger Correction of PTO Error Reel# Frame # Change of Name **Corrective Document** Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached **Execution Date** Month Day Year First Security Bank, N.A. Name Formerly Individual General Partnership Limited Partnership Corporation **Association** Other X Citizenship/State of Incorporation/Organization United States - National Banking Association **Receiving Party** Mark if additional names of receiving parties attached Name Marker International DBA/AKA/TA Composed of 2250 South 1300 West Address (line 1) Address (line 2) Address (line 3) Salt Lake City Utah 84119 State/Country Zip Code Individual General Partnership **Limited Partnership** If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an x Corporation **Association** appointment of a domestic representative should be attached. Other (Designation must be a separate document from Assignment.) Citizenship/State of Incorporation/Organization Utah

01 FC:481 02 FC:482 Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet/Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB
Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1 Expires 06/30/99 OMB 0651-0027	.618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
	epresentative Name and Ad	ddress Enter for the first	Receiving Party only.
Name [
Address(line 1)			
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Correspond	ent Name and Address Area	a Code and Telephone Number	(212) 326-2117
Name [Sandeep Qusba		
Address(line 1)	O'Melveny & Myers LLP		
Address (line 2)	153 E. 53rd Street		
Address(line 3)	New York, New York 100	22	
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. ugou	Enter the total number of pages including any attachments.	of the attached conveyance	document # 4
	application Number(s) or Re	egistration Number(s)	Mark if additional numbers attached
	Trademark Application Number <u>or t</u> he Re	•	BOTH numbers for the same property).
Trad	emark Application Number(s)	Regi	istration Number(s)
		899,119	1,792,738
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Fee Amount	Fee Amount for Pr	roperties Listed (37 CFR 3.41): \$ 65.00
Method of Deposit Ac		x Deposit Account	65.00
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ASSIGNMENT OF TRADEMARKS AND PATENTS

This Assignment of Trademarks and Patents (this "Assignment") is dated as of January 4, 2000 and is entered into by and between First Security Bank, N.A. ("First Security"), as Assignor, and Marker International, Marker USA, Marker LTD, DNR North America, Inc., and DNR USA, Inc. (collectively "Marker" or "Assignee") to reassign the rights and title to the Patents and Trademarks (as defined below) to Marker. Reference is hereby made to that certain Collateral Assignment of Trademarks and Patents dated as of August 18, 1998 and initially recorded with the United States Patent and Trademark Office ("PTO") on December 15, 1998 in the patent and trademark records listed herein and attached hereto as Schedule A by and between First Security as "Grantee" and Marker as "Grantor" (as amended, supplemented or otherwise modified from time to time, the "Collateral Assignment Agreement") whereby the Patents and Trademarks were originally assigned to First Security. Capitalized terms used herein and not otherwise defined are used herein as defined in the Collateral Assignment Agreement. Further reference is made to (i) that certain Addendum and Amendment to Fourth Amended and Restated Revolving and Term Credit Agreement dated as of August 18, 1998 by and among Marker, the other Persons named therein as Credit Parties, the Persons party thereto from time to time as Lenders and First Security as agent (in such capacity, "Agent") for itself and Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement Addendum"), and (ii) that certain Security Agreement dated as of March 28, 1991, as amended, by and among Marker, the other Persons listed therein as Grantors, and Agent (including all schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

(a) First Security hereby notifies, acknowledges to and agrees with Marker that, subject to the terms hereof, First Security hereby assigns and forever discharges all of its right, title or interest of any property of any kind or nature granted, assigned or conveyed pursuant to the Collateral Assignment Agreement or the Security Agreement.

The Assigned Patents and Trademarks (as defined below) include all rights and interests in the Assigned Patents and Trademarks (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Grantor or in the name of Agent or Lenders), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Marker International hereby acknowledges, notifies and reaffirms that it has heretofore assigned and transferred (and for clarification, hereby assigns and transfers) for due consideration to Marker International GmbH, all of the property and assets (and all rights and interests therein) described in paragraph (a) above.

As used in this Assignment, the following terms have the following meanings:

"Assigned Patents" means those Patents specifically listed on <u>Schedule A</u> annexed hereto.

"Assigned Trademarks" means those Trademarks specifically listed on Schedule A annexed hereto.

IN WITNESS WHEREOF, First Security and Marker have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

ASSIGNOR

FIRST SECURITY	BANK,	N.A.,	a	National	Bank
Association					

Its Duly Authorized Signatory

ASSIGNEE

MARKER USA, MARKER INTERNATIONAL, MARKER LTD, DNR NORTH AMERICA, INC. AND DNR USA, INC., callectively "MARKER"

By:

STATE OF UTAH

COUNTY OF SALT LAKE)

On January 4, 2000 before me, personally appeared Vilki J. Perkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 4 day of January, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of Salt Lake on the day in this certificate first above

written.

State of / Mah

SCHEDULE A

TRADEMARKS

Application or Registration No.	<u>Mark</u>	Type of Mark
2,018,260	FASTRAK	Trademark
1,860,939	MARKER	Trademark
1,813,866	SC	Trademark
1,850,699	MARKER	Trademark
1,775,970	M1 SC	Trademark
1,784,926	SELECTIVE CONTROL SYSTEM	Trademark
1,719,521	M	Trademark
1,632,040	TITANIUM	Trademark
1,595,584	M	Trademark
1,736,748	(DESIGN ONLY)	Trademark
1,652,490	TWINCAM	Trademark
1,792,738	MARKER	Trademark
899,119	MARKER	Trademark

PATENTS

Registration No.	<u>Description</u>
5,143,397	Ski Binding
5,051,605	Switch for Electronic Sports Equipment
	• • •
RE32,567	Ski Brake
4,693,489	Heelpiece for Safety Ski Binding
4,685,696	Front Piece for a Safety Ski-Binding
4,660,849	Toe Piece for a Safety Ski-Binding
4,657,278	Step-in Electronic Safety Ski Binding
4,640,524	Ski Binding with Screw Retaining Construction
D287,393	Heel Element for Ski Binding
4,624,474	Step-in Yielding Heel Piece for Safety Ski Binding
4,624,473	Heel Binding
4,611,497	Force Transducer
4,600,213	Safety Ski-Binding Having a Sole Plate
4,600,212	Electronic Ski Binding and a Method for its Operation
4,576,396	Electronic Ski-Binding
4,572,542	Indicator for Safety Ski Binding
4,563,021	Release Mechanism for Safety Ski Bindings
D280,435	Ski Toe Clamp
4,537,418	Ski Brake

4,535,718	Indicator for Safety Ski Binding
4,526,398	Touring Ski Binding
4,526,397	Electronic Safety Ski Binding Having Oblique, Orthogonal
	Transducers
4,515,388	Ski Brake
4,489,956	Heelholder for Safety Ski Bindings
4,485,536	Heel Grip with Pedal Operated Ski Brake for Rotary Ski Binding
4,484,763	Heelholder for a Safety Ski Binding
4,484,761	Magnetic Release System for Safety Ski Bindings
4,477,102	Cross Country Ski Binding
4,470,614	Ski Brake
4,466,634	Heel Holder for Safety Ski Bindings
4,463,967	Ski Brake Having Detachable Pedal
4,458,157	Method and Apparatus for Releasing a Ski Boot from a Ski
4,457,534	Heelholder for Safety Ski Binding
4,457,532	Method and Apparatus for the Actuating Behavior of Safety Ski
	Binding
4,451,059	Heelholder for Safety Ski Bindings
4,449,731	Heel Holder for Safety Ski Bindings
4,444,413	Heelholder for Safety Ski Bindings
4,405,151	Locking Device for an Electronic Safety Ski Binding
4,404,839	Testing Device for Force Measuring Apparatus
4,395,759	Electronic Safety Ski Binding with Redundant Sensors
4,379,570	Ski Stopper
3,695,624	Toe Iron for Safety Ski Bindings
3,612,560	Rear Tightener for Safety Ski Binding

RECORDED: 03/02/2000