

Resub

01-23-2002



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01) MRD 8.16.01
OMB No. 0651-0027 (exp. 5/31/2002)

101946979

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Vic Hockey Company, Inc. 3/9/10/01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Quebec
 Other _____

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

2. Name and address of receiving party(ies)
Name: Rawlings Sporting Goods Company, Inc.
Internal Address: _____
Street Address: 1859 Intertech Drive
City: Fenton State: Missouri Zip: 63026

Individual(s) citizenship _____
 Association _____
 General Partnership SEP 10 2001
 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: April 30, 2001

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

A. Trademark Application No.(s)
76125555 75887952 75887699
75887646 75887636

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1481670 1446638

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

Name: Penny R. Slicer
Internal Address: Stinson, Mag & Fizzell, P.C.

Street Address: 1201 Walnut Street, Suite 2800
P.O. Box 419251
City: Kansas City State: MO Zip: 64141-6251

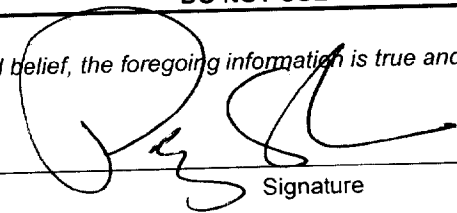
6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-4409
(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.

Penny R. Slicer  8/16/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

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

09/18/2001 6TON11 00000204 194409 76125555

01 FC:481 40.00 CH
02 FC:482 150.00 CH

KCDB 610239v1

TRADEMARK
REEL: 002403 FRAME: 0625

Continuation of Item 2, Name and address of receiving party(ies):

Name: Rawlings Canada Incorporated

Address: 1501 McGill College Avenue, 26th Floor

City: Montreal Country: Canada Zip: H3A 3N9

A Corporation of Nova Scotia, Canada

A domestic representative designation is attached.

SECURITY AGREEMENT

THIS AGREEMENT dated as of the 30th day of April, 2001, is made and entered into by and between Rawlings Sporting Goods Company, Inc., a Delaware corporation, Rawlings Canada, Incorporated, a Nova Scotia corporation (collectively, "Rawlings") and Vic Hockey Company Inc., a Quebec corporation ("Buyer").

WHEREAS, Rawlings and VIC have entered into an Asset Purchase Agreement dated as of the date hereof, among Rawlings, VIC and Rawlings Sporting Goods Company, Inc., a Delaware corporation (the "Asset Purchase Agreement") whereby Rawlings has assigned its rights in and to certain intellectual property, as defined therein, listed on Schedule 4.9 thereto, and listed on Exhibit A attached hereto (the "Intellectual Property"); and

WHEREAS, VIC has executed a Promissory Note, dated as of the date hereof, in favor of Rawlings (the "Promissory Note"); and

WHEREAS, Rawlings and VIC desire, pursuant to the terms of the Asset Purchase Agreement and the Promissory Note, that the Promissory Note be secured by a first lien on all of the Intellectual Property.

NOW THEREFORE, on the basis of the foregoing premises and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Security Interest.**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to, value received by VIC as set forth in the Asset Purchase Agreement, VIC hereby grants, bargains, sells, conveys, assigns, transfers and grants to Rawlings a security interest (the "Security Interest") in all of VIC's rights, title and interest in the Collateral (as defined below) to secure the full performance and payment of any and all terms, conditions and obligations of VIC under the Promissory Note (the "Obligations"). The parties further acknowledge that (a) the granting of the Security Interest is contemporaneous with the effective date of the Asset Purchase Agreement and the Promissory Note, and (b) the indebtedness secured by this Security Agreement and evidenced by the Promissory Note was incurred in connection with the purchase of certain assets of Rawlings, including the Intellectual Property, and accordingly, the Security Interest is a purchase money security interest.

2. **Collateral.**

2.1 The Collateral consists of the Intellectual Property as defined in the Asset Purchase Agreement, listed on Schedule 4.9 thereto, and listed on Exhibit A attached hereto, including the good will associated therewith and all proceeds thereof. The foregoing are collectively referred to herein as the "Collateral".

2.2 VIC hereby acknowledges that the Collateral is a unique valuable asset.

3. **Financing Statements.**

VIC warrants and covenants that no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. During the term of this Security Agreement, at the request of Rawlings, VIC shall execute and return within thirty (30) days after submission by Rawlings, one or more financing statements or similar documents in a form satisfactory to Rawlings, for filing in any jurisdiction which is deemed necessary or desirable by Rawlings. Rawlings is hereby appointed VIC's attorney-in-fact to execute all financing or continuation statements or similar documents as Rawlings may deem appropriate to perfect and continue perfected the Security Interest created by this Security Agreement.

4. **Location of Debtor.**

The principal place of business and executive offices of VIC is 410 3rd Avenue, Daveluyville, Quebec G0Z1C0 ("place of business"), and VIC is incorporated under the laws of the Province of Quebec. VIC shall immediately notify Rawlings in writing of any change in or discontinuance of the place or places of business, executive offices, or jurisdiction of incorporation of VIC as noted herein.

5. **Rights of VIC in Collateral.**

VIC warrants and covenants that VIC has the right and authority to make this Security Agreement. VIC further warrants and covenants that VIC has, and at all times pertinent to this Agreement and the Promissory Note will have, sole unencumbered possession of and/or title to the Collateral and is and will be the owner of the Collateral free from any adverse liens, security interests, or encumbrances, except for the Security Interest granted herein. VIC shall defend the Collateral against any claims and demands of all third persons or other entities at any time claiming the Collateral or any interest therein.

6. **Possession and Use of Collateral.**

Until default, VIC shall have the right to possess and use the Collateral pursuant to the terms of the Promissory Note and the Asset Purchase Agreement.

7. **Sale of Collateral.**

The Collateral may not be sold, assigned, encumbered or otherwise transferred without the prior written approval of Rawlings. VIC shall have no power to sell and shall not offer or attempt to sell, assign or otherwise dispose of the Collateral. For purposes hereof, sale in the ordinary course of business of VIC shall not include a transfer or disposition in satisfaction, in whole or in part, of an existing indebtedness.

8. **Protection of Collateral.**

8.1 VIC shall use commercially reasonable efforts to keep all registrations and applications relating to the Collateral current and in good order and shall not knowingly abandon, cancel, misuse, waste, allow to deteriorate or destroy the Collateral or any part thereof other than pursuant to a good faith business decision to terminate use of one of the trademarks or patents contained in the Collateral. VIC shall file all documents and pay all fees required to keep any registrations and applications relating to the Collateral in full force and effect, including any documents and fees relating to maintenance fees, declarations of use, and applications for renewal. In order to protect Rawlings' interest in the Collateral, Rawlings shall have the right, at its option (but shall not be required), to pay all fees and/or file all documents required to keep any registrations and applications relating to the Collateral in force upon VIC's failure to do so within the original non-extended time period allowed for such payment and/or filing; and any amounts expended in such performance, with interest thereon at the lesser of eighteen percent (18%) per annum, or the highest lawful rate, shall be payable to Rawlings by VIC on demand.

8.2 VIC shall promptly (but in any event no later than ten (10) days) notify Rawlings of any event resulting in material loss or depreciation in value of Collateral or any part thereof, and the amount of such loss or depreciation, and of any other event that materially affects the Collateral or any part thereof.

8.3 VIC agrees: (a) not to grant any license in or to the Collateral to a third-party if such license would diminish the value of the Collateral; (b) not to sell, dispose of, assign, encumber, grant any security interest in, or otherwise transfer any interest of VIC in the Collateral; (c) not to create or grant any liens, security interests, or encumbrances, voluntary or involuntary on the Collateral except as permitted, if at all, pursuant to that certain Interlender Agreement, dated as of the date hereof, between Rawlings and Montcap Financial Corporation (the "Permitted Liens"); and (d) to notify Rawlings promptly in writing of any seizure of, levy upon, or loss of ownership in all or any part of the Collateral.

8.4 VIC shall at all times maintain accurate books and records of the Collateral and Rawlings may examine such books and records during normal business hours for any purpose consistent with the terms of this Security Agreement and the Promissory Note. VIC shall deliver to Rawlings on January 15 of each year during the term hereof, a schedule describing all Collateral and the status thereof. VIC further agrees to deliver promptly to Rawlings such other data and information as to the condition or status of the Collateral as from time to time may be reasonably requested by Rawlings.

9. **Taxes or Encumbrances; Reimbursement.**

VIC shall pay promptly when due all taxes, assessments, liens or encumbrances levied on or against the Collateral or for its use or operation whether by government action or pursuant to this Security Agreement or the Promissory Note.

10. **Default.**

VIC shall be in default under this Security Agreement on the happening of any of the following events or conditions:

10.1 Sale or encumbrance (other than the Permitted Liens) of the Collateral, or any levy thereon, or seizure or attachment thereof.

10.2 Any failure by VIC to pay or perform its obligations pursuant to this Security Agreement or the Promissory Note, or the occurrence of any event which is an incurable or uncured default under the Promissory Note.

10.3 A material falsity when made of any warranty, representation, statement or covenant made or furnished to Rawlings by or on behalf of VIC pursuant to this Security Agreement or the Promissory Note.

10.4 Any material failure by VIC to perform any covenant or any action by VIC inconsistent with or in violation of the terms of this Security Agreement or the Promissory Note or that endangers the safety and integrity of, or undermines the value of, the Collateral or the Security Interest of Rawlings.

10.5 Dissolution, termination of existence, insolvency, involuntary liens attached to the assets of VIC, business failure, appointment of a receiver for any part of its property, assignment for the benefit of creditors, or the commencement of any proceedings under any guarantor or surety for VIC. VIC further acknowledges that VIC is a distinct and separate entity and distinguishable from any trustee in bankruptcy and/or debtor in possession, and that only VIC may perform its obligations pursuant to this Security Agreement and the Promissory Note. VIC acknowledges that in the event of default, the Collateral will not be essential to the reorganization of VIC, its trustee-in-bankruptcy or its debtor-in-possession under the United States Bankruptcy Act or Canadian Bankruptcy and Insolvency Act.

11. **Remedies.**

11.1 On any default and at any time thereafter, Rawlings may declare all Obligations secured hereby immediately due and payable and shall have all of the rights and be entitled to all of the remedies of a secured party under the relevant laws.

11.2 VIC acknowledges and agrees that due to the unique value of the Collateral, Rawlings' only adequate protection upon VIC's default shall be the immediate transfer to Rawlings of all Collateral existing at the time of default.

11.3 VIC acknowledges that upon VIC's default, title in the Collateral shall pass to Rawlings and that Rawlings may, upon VIC's default, prepare additional documents, including but not limited to, assignment forms and title paper as are necessary to prove Rawlings' title to or ownership of the Collateral. VIC further grants Rawlings an irrevocable Power of Attorney to execute the appropriate documents herein in the event of default and VIC's failure or refusal to execute and deliver such documents.

11.4 VIC further acknowledges and agrees that the Collateral is a type of property customarily sold or traded in a recognizable market, and, therefore, VIC shall not be required to receive notice of sale by Rawlings. VIC hereby waives its rights to repurchase any of the Collateral after its default or to obtain such notice. VIC further agrees to sign any and all

documents evidencing its waiver of rights pursuant to this provision as and when required by Rawlings.

11.5 All damages occasioned by VIC's default including, but not limited to, expenses of retaking, holding, preparing for sale, selling, recording or the like shall include reasonable attorneys' fees and legal expenses incurred by Rawlings, all of which shall become part of the Obligations after default and may be recovered by disposition of the Collateral.

11.6 VIC shall be liable for any deficiency remaining due to the Obligations after disposition of the Collateral by Rawlings on default of the Promissory Note.

12. **Waiver.**

No waiver by Rawlings of any default shall operate as a waiver of any other default or of a similar default on a future occasion.

13. **Choice of Law.**

VIC and Rawlings hereby agree and designate the applicable laws of the State of Missouri as the law to be applied in the construction of the validity of this Agreement. VIC and Rawlings hereby consent to the personal jurisdiction of the courts of the state of Missouri and/or United States District Court situated in St. Louis, Missouri.

14. **Binding Effect.**

All rights of Rawlings hereunder shall inure to the benefit of its successors and assigns, and all obligations of VIC shall be binding on the legal representatives, executors, administrators, successors and assigns of VIC.

15. **Effective Date; Termination.**

This Agreement shall become effective when it is signed by VIC. This Agreement shall terminate upon the ninety-first (91st) day following payment in full under the Promissory Note, and Rawlings shall file such documents of release as Vic may reasonably require.

16. **Miscellaneous.**

16.1 VIC shall, at the request of Rawlings, execute any and all documents required to record or perfect the Security Interest granted hereunder, including documents required by the Uniform Commercial Code, the laws of the State of Missouri and the laws of Canada.

16.2 Rawlings is hereby appointed VIC's attorney-in-fact to execute all documents and to do such other acts as Rawlings may deem appropriate to perfect and continue perfected the Security Interest created by this Security Agreement, to protect the Collateral, or to enable Rawlings to execute and enforce its rights and remedies hereunder.

16.3 All rights and remedies provided herein and in the Promissory Note and Asset Purchase Agreement are cumulative and are not exclusive of any rights or remedies otherwise provided by law or in equity. Any simple or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

16.4 In the event that any provision or portion of any provision contained in this Security Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, and this Security Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforced, had never been contained herein.

16.5 This Agreement represents the entire undertaking between the parties hereto with respect to the subject matter hereof and supercedes all previous representations, understandings, or agreements, oral or written, between the parties with respect hereto (except the Promissory Note and the Asset Purchase Agreement). It may not be modified except by a written instrument signed by the parties hereto.

16.6 The headings used in this Security Agreement are for convenience of reference only and shall in no way define, limit or describe the scope or intent of any provision of this Security Agreement.

17. Notwithstanding any other provisions herof, the parties hereby expressly acknowledge and consent to the grant of a second priority security interest in favor of Montcap Financial Corporation ("Montcap") pursuant to that certain Interlender Agreement between Rawlings and Montcap of even date herewith, and to the filing in any public office of such financing statements with respect to the Collateral or the proceeds thereof in connection with Montcap's security interest.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.

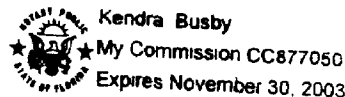
VIC HOCKEY COMPANY INC.

By: *Barry Hollander*
Name: Barry Hollander
Title: Secretary/Treasurer

STATE OF FLORIDA)
) SS
COUNTY OF Palm Beach)

Subscribed and sworn before me this 7 day of May, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Barry Hollander, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Kendra Busby
Notary Public



RAWLINGS CANADA, INCORPORATED

By: _____
Name: William F. Lacey
Title: Vice President

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of May, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared William F. Lacey, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.

VIC HOCKEY COMPANY INC.

By: _____
Name: Barry Hollander
Title: Secretary/Treasurer

STATE OF FLORIDA)
) SS
COUNTY OF _____)

Subscribed and sworn before me this ____ day of May, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Barry Hollander, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public

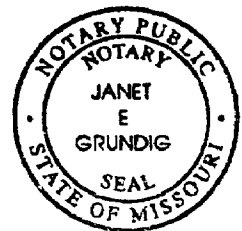
RAWLINGS CANADA, INCORPORATED

By: W.F. Lacey
Name: William F. Lacey
Title: Vice President

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 17th day of May, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared William F. Lacey, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Janet E. Grundig
Notary Public



JANET E GRUNDIG
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. APR. 30, 2004

By: W.F. Lacey
Name: William F. Lacey
Title: Chief Financial Officer

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 7th day of May, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared William F. Lacey, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Janet E. Grundig
Notary Public



JANET E GRUNDIG
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. APR. 30, 2004

EXHIBIT A

PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>
HOCKEY HELMET	United States	DES428,535
HOCKEY HELMET	United States	D 433,541
HOCKEY GLOVE	United States	DES427,384

TRADEMARKS

Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
VIC	Germany	39547307
VICTORIAVILLE	Germany	39547309
VIC	Switzerland	434444
VICTORIAVILLE	Switzerland	434443
VIC	Canada	394041
VICTORIAVILLE	Canada	196931
VIC	United States	1446638
VICTORIAVILLE	United States	1481670
VIC VICTORIAVILLE	Czech Republic	207101
RAWLHIDE	Canada	317875
ZIPPER	Canada	438886

Pending Applications

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>
PPS	United States	75/887,952
PPS PERFORMANCE PRODUCT SERIES	United States	75/887,636
PPS	Canada	1062341
PPS PERFORMANCE PRODUCT SERIES	Canada	1062342
AIRFLO	Canada	1062339
AIRFLO SYSTEM	Canada	1062340
AIRFLO	United States	75/887,646
AIRFLO SYSTEM	United States	75/887,699
TITALLIC	United States	76/125,555

Common Law

<u>Mark</u>	<u>Country</u>	<u>Goods</u>
McMARTIN	United States	Hockey and skating equipment
McMARTIN	Canada	Hockey and skating equipment
XWEAVE	United States	Protective equipment for hockey
XWEAVE	Canada	Protective equipment for hockey