

05-17-2002



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

RE 7

102094148

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):

Brine, Inc. f/k/a Brine Acquisition Corporation

5-6-02

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

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

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts

Internal Address:

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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: 4/10/02

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

A. Trademark Application No.(s) (See Attached Sheets)

B. Trademark Registration No.(s) (See Attached Sheets)

Additional number(s) attached Yes No

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

Name: Matthew P. Doring, Esq.

Internal Address: Hinckley, Allen & Snyder LLP

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 3.41) \$ 1190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Matthew P. Doring, Esq.

Name of Person Signing

Matthew P. Doring Signature

April 26, 2002

Date

Total number of pages including cover sheet, attachments, and document: 11

05/16/2002 GTOM11 00000103 78030152

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

01 FC:481 02 FC:482

40.00 OP 1150.00 OP

TRADEMARK REEL: 002501 FRAME: 0158

CONTINUATION OF ITEM 4

RECORDATION FORM COVER SHEET
LISTING OF TRADEMARK APPLICATIONS
AND TRADEMARK REGISTRATIONS

4.A. TRADEMARK APPLICATIONS

Mark	Application No.	Jurisdiction
Aurora	78/030152	US
Quiltech	75/880039	US
Exothermic	78/028769	US
Vittoria	78/030156	US
Hyperwear	78/040039	US
Hyper-Tech	78/046319	US
Monster Mesh	78/052786	US
Wahoo Pocket	78/052788	US
Trident	78/052789	US
Blaze	78/052795	US
Fire	78/054324	US
Pro Pinch	78/057916	US
Ventilator	78/065202	US
Synergy	78/077129	US
X-Factor	76/296395	US
Spiderweb	78/079620	US
Phantom	78/085680	US
Omega	78/086120	US

4.B. REGISTERED TRADEMARKS

Mark	Registration or Serial No.	Jurisdiction
The Ghost	1,573,600	US
Sweeper and Design	1,581,720	US
Soccer Ball (Championship)	1,576,564	US
Eclipse	1,177,491	US
International 32	1,177,475	US
BRINE	1,241,312	US
Hard Core	2,027,614	US
International 32	2,141,017	US
BRINE	2,185,261	US
Triad	2,210,099	US
Triad	2,216,873	US
Spinning B & Design	2,241,335	US
Wing Design	2,243,875	US
Spinning B & Design	2,250,561	US
Wing Design	2,250,560	US
Tsunami & Design	2,250,597	US
Floating Cuff System	2,284,393	US
Wing Design-Class	2,293,465	US
Spinning B & Design	2,293,464	US

Mark	Registration or Serial No.	Jurisdiction
Firefly	1,108,125	US
Aero	2,423,445	US
Edge	2,425,281	US
Warp	2,425,282	US
Powergrip	2,425,283	US
V-Pocket	2,455,052	US
Tsunami (Word Only)	2,468,686	US
Offset	2,473,265	US
BRINE	2,474,071	US
F55	2,534,787	US

BRINE ACQUISITION CORPORATION

COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of April 10, 2002 by BRINE ACQUISITION CORPORATION, a Massachusetts corporation (to be renamed "Brine, Inc.") with a principal place of business at 47 Sumner Street, Milford, Massachusetts 01757 ("Assignor") in favor of CITIZENS BANK OF MASSACHUSETTS, a Massachusetts savings bank having an office at 28 State Street, Boston, Massachusetts 02109 (together with its successors and assigns, "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in all of Assignor's assets, including, without limitation, the intellectual property described on Schedule A to secure, inter alia, the payment and performance of the Obligations (as defined in the Security Agreement); and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee's own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Trademarks").

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks 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.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all U.S. trademarks owned by Assignor and (b) all U.S. applications pending for registration of trademarks owned by Assignor .

(iv) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons.

(vii) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Credit Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Obligations (as defined in the Security Agreement) have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

BRINE ACQUISITION CORPORATION

By: Carl L. Lueders
Carl L. Lueders
President

The Commonwealth of Massachusetts)
County of Suffolk) ss

On this 10th day of April, 2002, before me a Notary Public in and for said Commonwealth, duly commissioned and sworn, personally appeared Carl L. Lueders, President of Brine Acquisition Corporation personally known to me to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.

Amy Blalock
Notary Public
Amy Blalock
Print Name
My Commission Expires: 01/09/09

[SEAL]

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COLLATERAL ASSIGNMENT OF TRADEMARKS

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Phantom	78/085680	US
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