

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rome Snowboards Corporation	FORMERLY Syndicate Consulting Incorporated, a Vermont corporation	07/27/2006	CORPORATION: VERMONT

**RECEIVING PARTY DATA**

Name:	TD Banknorth, N.A.
Street Address:	111 Main Street
Internal Address:	P.O. Box 409
City:	Burlington
State/Country:	VERMONT
Postal Code:	05402
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3057809	ANTHEM
Registration Number:	3047825	ROME SNOWBOARD DESIGN SYNDICATE
Registration Number:	2953746	ROME SNOWBOARDS
Registration Number:	2928224	ROME SNOWBOARDS

**CORRESPONDENCE DATA**

Fax Number: (802)860-4243  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 802-658-2311  
 Email: bbourbeau@pfclaw.com  
 Correspondent Name: Frank V. Petrosino, Esq.  
 Address Line 1: One Church Street  
 Address Line 2: P.O. Box 1307  
 Address Line 4: Burlington, VERMONT 05402-1307

OP \$115.00 3057809

ATTORNEY DOCKET NUMBER:	2274-316
NAME OF SUBMITTER:	Frank V. Petrosino, Esq.
Signature:	/Frank V. Petrosino/
Date:	08/01/2006

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 27, 2006, is made by **ROME SNOWBOARDS CORPORATION** (the "Grantor") in favor of **TD BANKNORTH, N.A.**, a national banking association ("Lender").

WHEREAS, pursuant to that certain Business Loan Agreement dated as of the date hereof between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender has agreed to make the Loan (as defined in the Loan Agreement) to the Grantor; and

WHEREAS, Lender is willing to make the Loan as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property 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, the Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (defined below).
  
2. **Grant of Security Interest in Intellectual Property Collateral.** To secure the complete and timely payment of all the Indebtedness now or hereafter existing from time to time, the Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under, whether presently existing or hereafter created or acquired, intellectual property (collectively, the "Intellectual Property Collateral") including, but not limited to:
  - (a) all of its patents in which it possesses an ownership interest ("Patents") and patent licenses ("Patent Licenses") to which it is a party, including those referred to on **Schedule I** hereto;
  - (b) all of its trademarks in which it possesses an ownership interest ("Trademarks") and trademark licenses ("Trademark Licenses") to which it is a party, including those referred to on **Schedule II** hereto;
  - (c) all of its copyrights in which it possesses an ownership interest ("Copyrights") and copyright licenses ("Copyright Licenses") to which it is a party, including those referred to on **Schedule III** hereto;
  - (d) all reissues, continuations, or extensions of the foregoing;
  - (e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (i)

infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

3. **Representations And Warranties.** The Grantor represents and warrants that the Grantor has used commercially reasonable efforts to list all Patents, applications for Patents, registered Trademarks, applications for registered Trademarks, registered Copyrights, and applications for registered Copyrights in **Schedule I**, **Schedule II**, and **Schedule III**, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office (with regard to registered Copyrights or Copyright applications) and the filing of appropriate financing statements, perfected security interests in favor of Lender in all of the Grantors' Patents, applications for Patents, registered, applications for registered Trademarks, registered Copyrights, and applications for registered Copyrights, and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, the Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office (with regard to registered Copyrights or Copyright applications) and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Lender's lien and security interest on all of the Grantor's Patents, applications for Patents, registered Trademarks, applications for registered Trademarks, registered Copyrights and applications for registered Copyrights shall have been duly taken.
  
4. **Covenants.** The Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Loan Agreement has terminated and all Indebtedness have been paid in full:
  - (a) the Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding the Grantor's ownership of any Patent, Trademark, or Copyright, its right to register the same, or to keep and maintain the same. Notwithstanding the foregoing, nothing in this agreement shall obligate the Grantor to notify Lender in the event of an objection, refusal, rejection, or any other adverse determination or development (collectively, a "Development") in a pending application for any Patent, Trademark, or Copyright where such Development does not result in the final and non-appealable loss of rights in such pending application.
  
  - (b) In no event shall the Grantor, either directly or through any agent, employee, licensee, or designee, file an application for any Patent or the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency without giving

Lender prior written notice thereof, and, upon request of Lender, the Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's lien and security interest on such Patent, Trademark or Copyright, and the general intangibles of the Grantor relating thereto or represented thereby.


- (c) The Grantor shall take all actions necessary or requested by Lender to (i) maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability, and opposition and interference and cancellation proceedings and (ii) prosecute to allowance applications for Patents and maintain the Patents (now or hereafter existing). Notwithstanding anything to the contrary in this agreement, the Grantor shall be under no obligation to continue the prosecution of any application for a Patent or any application to register a Trademark when it has a commercially reasonable belief that it will be unsuccessful in its efforts to obtain a registration for such Trademark or obtain commercially meaningful claims for such Patent.
- (d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall notify Lender promptly after the Grantor learns thereof. The Grantor shall, unless it shall reasonably determine that such infringement of the Intellectual Property Collateral is not material to the conduct of its business or operations, (i) promptly sue for infringement, misappropriation, or dilution and recover any and all damages for such infringement, misappropriation, or dilution, and (ii) take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

- 5. **Security Agreement.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Commercial Security Agreement of even date herewith made by Grantor in favor of the Lender (the "Security Agreement"). The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement (and the addendum thereto), the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors, or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Indebtedness, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Indebtedness, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any

payment, or any part thereof, is rescinded, reduced, restored, or returned, the Indebtedness shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.
8. **Termination Of This Security Agreement.** Subject to Section 6 above, this Intellectual Property Security Agreement shall terminate upon the expiration of the Security Agreement and the payment in full of all Indebtedness.

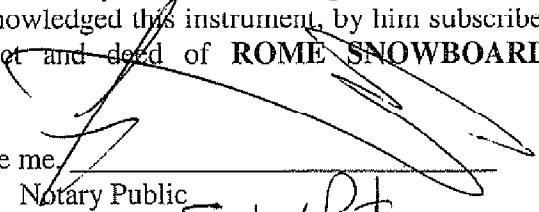
IN WITNESS WHEREOF, The Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

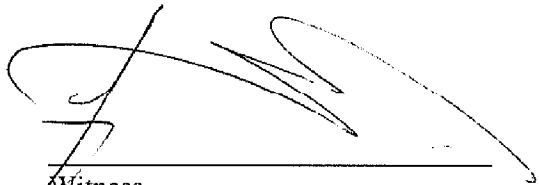
  
\_\_\_\_\_  
Witness  
Print name: William A. Mason

**ROME SNOWBOARDS CORPORATION**  
("Grantor")  
  
By \_\_\_\_\_  
Title TREASURER

State of Vermont  
County of Chittenden, ss.

At the City of Burlington, in such county and state, this 27<sup>th</sup> day of July, 2006, personally appeared Josh Reid, the duly authorized agent of **ROME SNOWBOARDS CORPORATION**, and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of **ROME SNOWBOARDS CORPORATION**.

  
Before me \_\_\_\_\_  
Notary Public  
Print name: Frank V. Petrosino  
My Commission expires: February 10, 2007



Witness

Print name: Frank V Petrosino

ACCEPTED and ACKNOWLEDGED by:  
**TD BANKNORTH, N.A.**

By

Print Name: Nicolas Cassade

Title: AVT

State of Vermont  
County of Chittenden, ss.

At the City of Burlington, in such county and state, this 27<sup>th</sup> day of July, 2006, personally appeared Nicolas Cassade, the duly authorized agent of **TD BANKNORTH, N.A.**, and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of **TD BANKNORTH, N.A.**

Before me, 

Notary Public

Print name: Frank V Petrosino

My Commission expires: February 10, 2007

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None



SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Rome Snowboards Corporation	Anthem	3057809	February 7, 2006
Rome Snowboards Corporation	Rome Snowboard Design Syndicate	3047825	January 24, 2006
Syndicate Consulting Incorporated (a Vermont corporation)	Rome Snowboards	2953746	May 17, 2005
Rome Snowboards Corporation	Rome Snowboards	2928224	February 22, 2005

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None			

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None			

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None			

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