

06-03-1998



To the Honorable Commissioner

100726284

1 original documents or copy thereof.

1. Name of conveying party(ies):

~~EVENFLO & SPALDING HOLDINGS CORPORATION~~
~~SPALDING & EVENFLO COMPANIES, INC.~~
EVENFLO COMPANY, INC.
ETONIC WORLDWIDE CORPORATION
LISCO, INC.
S&E FINANCE CO., INC.
SPALDING SPORT CENTERS, INC.
ETONIC LISCO, INC.
LISCO FURNITURE, INC.
LISCO FEEDING, INC.
LISCO SPORTS, INC.

- Individual(s)
- General Partnership
- Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 30, 1998

2. Name and address of receiving party(ies):

Name: BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
as Administrative Agent

Internal Address: _____

Street Address: 1455 Market Street, 12th Floor

City: San Francisco State: CA ZIP: 94103

Country: _____

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

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

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 950

7. Total fee (37 CFR 3.41): \$23,765.00
(Check Nos. 018715 & 15793)

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

May 21, 1998
Date

Total number of pages comprising cover sheet and document attachments: 186

TRADEMARK

REEL: 1737 FRAME: 0738

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05/21/98
MRD 5-21-98

06/02/1998 DATES 00000207 1965489

01 FC:481
02 FC:482

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PCMASTER REPORTER

MASTER FILE REPORT

1
EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007332	1965489	04/02/1996
USA	007331	1963310	03/19/1996
USA	007330	2029590	01/14/1997
USA	007328	1994907	08/20/1996
USA	007329	2018754	11/26/1996
USA	007335	2056633	04/29/1997
USA	007334	1955156	02/06/1996
USA	007333	1955157	02/06/1996
USA	007568	2116313	11/25/1997
USA	008465	2102051	09/30/1997
USA	008441	1721216	09/29/1992
USA	006802	1899781	06/13/1995
USA	007788	2123672	12/23/1997
USA	007739	2123673	12/23/1997
USA	007220	2077858	07/08/1997
USA	008641	2003671	09/24/1996
USA	007161	1907393	07/25/1995
USA	007162	1905732	07/18/1995
USA	007163	1904549	07/11/1995
USA	006538	1904317	07/11/1995
USA	000196	802335	01/18/1966

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	008642	1731118	11/10/1992
USA	006808	1887940	04/04/1995
USA	006045	1818618	01/25/1994
USA	004197	1194356	04/27/1982
USA	005986	1765266	04/13/1993
USA	005988	1746413	01/12/1993
USA	005985	1751901	02/09/1993
USA	006729	1812179	12/21/1993
USA	008439	1745212	01/05/1993
USA	008439	1745212	01/05/1993
USA	006812	1862530	11/15/1994
USA	000859	780470	11/17/1964
USA	000890	789804	05/18/1965
USA	007733	2121591	12/16/1997
USA	007731	2121916	12/16/1997
USA	007729	2128709	01/13/1998
USA	007856	2121917	12/16/1997
USA	004872	1528057	03/07/1989
USA	008643	1204660	08/10/1982
USA	008444	1623544	11/20/1990
USA	000231	694239	03/08/1960

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3
EVENFLO U.S. REGISTERED TRADEMARKS

CTry	Docket No.	Curr Reg No	Curr Reg D
USA	006559	1851498	08/30/1994
USA	002297	1095903	07/11/1978
USA	008442	1971875	04/30/1996
USA	008440	1745211	01/05/1993
USA	006601	1806098	11/23/1993
USA	001525	1025687	11/25/1975
USA	000277	684384	09/01/1959
USA	000281	690125	12/22/1959
USA	000276	684315	09/01/1959
USA	000280	688780	11/24/1959
USA	000274	680902	06/23/1959
USA	000283	716212	05/30/1961
USA	000898	706627	11/01/1960
USA	000282	706355	10/25/1960
USA	000899	756407	09/10/1963
USA	003552	1188705	02/02/1982
USA	003562	1194171	04/27/1982
USA	003758	1193257	04/06/1982
USA	003988	1233606	04/05/1983
USA	000258	322650	03/12/1935
USA	000262	587172	03/23/1954

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EVENFLO U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
USA	004358	1446278	07/07/1987
USA	006678	2023725	12/17/1996
USA	006519	2066490	06/03/1997
USA	006677	2086968	08/12/1997
USA	008644	2003672	09/24/1996
USA	006803	1902207	06/27/1995
USA	007782	2107396	10/21/1997
USA	007677	2107411	10/21/1997
USA	007213	2003588	09/24/1996
USA	007713	2107405	10/21/1997
USA	007437	2008771	10/15/1996
USA	007218	2014430	11/05/1996
USA	000383	1177294	11/10/1981
USA	000386	810591	06/28/1966
USA	007166	1923837	10/03/1995
USA	006605	1929465	10/24/1995
USA	000389	701812	07/26/1960
USA	006626	1807584	11/30/1993
USA	008453	813351	08/23/1966
USA	008443	1781025	07/13/1993
USA	008438	1185675	01/12/1982

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	008437	1456216	09/08/1987
USA	008460	2067306	06/03/1997
USA	008448	1261755	12/20/1983
USA	008645	1154972	05/19/1981
USA	008454	1204558	08/10/1982
USA	008456	1201133	07/13/1982
USA	008646	1154971	05/19/1981
USA	008455	1249776	08/30/1983
USA	006843	1885590	03/21/1995
USA	006832	1932101	10/31/1995
USA	007185	1970600	04/23/1996
USA	005487	1585712	03/06/1990
USA	007500	2109681	10/28/1997
USA	006558	1777905	06/22/1993
USA	006177	1782126	07/13/1993
USA	006946	1922015	09/26/1995
USA	007169	1919939	09/19/1995
USA	007168	1916569	09/05/1995
USA	007167	1907394	07/25/1995
USA	006725	1907229	07/25/1995
USA	002723	1518933	01/03/1989

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6
 EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	000408	758434	10/15/1963
USA	004562	1404980	08/12/1986
USA	000438	549808	10/23/1951
USA	007520	2015677	11/12/1996
USA	007751	2125495	12/30/1997
USA	006421	1733093	11/17/1992
USA	006616	1842390	06/28/1994
USA	006950	1913211	08/22/1995
USA	006810	1911438	08/15/1995
USA	006951	1929887	10/24/1995
USA	008735	1624864	11/27/1990
USA	007566	2125494	12/30/1997
USA	008445	1755054	03/02/1993
USA	000477	689492	12/08/1959
USA	006575	1777906	06/22/1993
USA	006576	1814951	01/04/1994
USA	006403	1759918	03/23/1993
USA	006529	1871210	01/03/1995
USA	003989	1215867	11/09/1982
USA	003772	1320564	02/19/1985
USA	003386	1179211	11/24/1981

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	003538	1182155	12/15/1981
USA	003555	1195221	05/11/1982
USA	006539	1907228	07/25/1995
USA	007170	1907395	07/25/1995
USA	007172	1908666	08/01/1995
USA	007171	1918065	09/12/1995
USA	006834	2022452	12/10/1996
USA	007674	2123671	12/23/1997
USA	007859	2124048	12/23/1997
USA	001905	1171303	09/29/1981
USA	002231	1124450	08/28/1979
USA	006828	1889249	04/11/1995
USA	007513	2080173	07/15/1997
USA	004116	1290902	08/21/1984
USA	005489	1583698	02/20/1990
USA	007245	2022515	12/10/1996
USA	000514	733100	06/19/1962
USA	006627	1859726	10/25/1994
USA	006622	1815431	01/04/1994
USA	000501	673517	02/03/1959
USA	005912	1693263	06/09/1992

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	000965	727833	02/20/1962
USA	008446	1944608	12/26/1995
USA	006550	1823755	02/22/1994
USA	006540	1919506	09/19/1995
USA	007173	1919802	09/19/1995
USA	007174	1916571	09/05/1995
USA	007175	1915188	08/29/1995
USA	004210	1330126	04/09/1985
USA	003201	1241204	06/07/1983
USA	006952	1985006	07/09/1996
USA	005627	1605603	07/10/1990
USA	008647	1294506	09/11/1984
USA	008462	1062765	04/05/1977
USA	008450	1226775	02/08/1983
USA	008451	1221778	12/28/1982
USA	008452	1224364	01/18/1983
USA	008457	1463562	11/03/1987
USA	008447	1463743	11/03/1987
USA	008449	1609081	08/07/1990
USA	005019	1485174	04/19/1988
USA	003769	1187691	01/26/1982

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	004215	1292314	08/28/1984
USA	008648	2000374	09/10/1996
USA	007297	1982591	06/25/1996
USA	006830	1907858	07/25/1995
USA	006811	1855788	09/27/1994
USA	007701	2125493	12/30/1997
USA	006907	1904997	07/11/1995
USA	000669	1616279	10/01/1990
USA	000670	796811	09/28/1965
USA	007672	2118584	12/02/1997
USA	005645	1707950	08/18/1992
USA	007723	2118016	12/02/1997
USA	003548	1181026	12/08/1981
USA	003554	1420907	12/16/1986
USA	006998	2003763	09/24/1996
USA	005585	1602142	06/19/1990
USA	006845	1899780	06/13/1995
USA	007177	1954284	02/06/1996
USA	006541	1927587	10/17/1995
USA	007176	1914982	08/29/1995
USA	007178	1915187	08/29/1995

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	008649	1606990	07/17/1990
USA	001897	1103069	09/26/1978
USA	002153	1102163	09/12/1978
USA	006032	1687778	05/19/1992
USA	005159	1560760	10/17/1989
USA	007275	2070303	06/10/1997
USA	005248	1560759	10/17/1989
USA	006037	1758212	03/16/1993
USA	001903	1177283	11/10/1981
USA	006365	1730945	11/10/1992

TRADEMARK

REEL: 1737 FRAME: 0748

1
EVENFLO U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008188	285261	05/02/1997
USA	008603	470767	04/20/1998
USA	008321	434978	02/17/1998
USA	007831	212899	12/13/1996
USA	008469	470566	04/20/1998
USA	008536	470766	04/20/1998
USA	008535	470765	04/20/1998
USA	008559	470569	04/20/1998
USA	008499	346283	08/25/1997
USA	008227	346317	08/25/1997
USA	007826	213029	12/13/1996
USA	007790	214010	12/16/1996
USA	007834	212176	12/13/1996
USA	008505	470570	04/20/1998
USA	008507	346311	08/25/1997
USA	008626	470568	04/20/1998
USA	008186	285262	05/15/1997
USA	007838	212178	12/13/1996
USA	007837	213030	12/13/1996
USA	007670	346312	08/25/1997
USA	008558	434975	02/17/1998

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2
EVENFLO U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008560	435204	02/17/1998
USA	007517	434946	02/17/1998
USA	008563	434936	02/17/1998
USA	007523	434937	02/17/1998
USA	008561	435203	02/17/1998
USA	008464	156968	08/28/1996
USA	007821	285521	05/02/1997
USA	007833	212175	12/13/1996
USA	008233	346314	08/25/1997
USA	008495	346313	08/25/1997
USA	007810	213043	12/13/1996
USA	007830	212897	12/13/1996
USA	008218	285264	05/15/1997
USA	008220	285263	05/15/1997
USA	008222	470567	04/20/1998
USA	008228	346316	08/25/1997
USA	008513	470527	04/20/1998
USA	007812	213237	12/13/1996
USA	008504	470529	04/20/1998
USA	008581	470530	04/20/1998
USA	008562	470526	04/20/1998

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3
EVENFLO U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008471	470821	04/20/1998
USA	007828	213028	12/13/1996
USA	007794	152864	08/19/1996
USA	007792	152863	08/19/1996
USA	007832	212898	12/13/1996
USA	007727	285515	05/02/1997
USA	007796	214009	12/16/1996
USA	008614	470822	04/20/1998
USA	008754	470769	04/20/1998
USA	008480	471405	04/20/1998
USA	008192	285265	05/02/1997
USA	008543	470768	04/20/1998
USA	008514	470528	04/20/1998
USA	008190	346397	08/25/1997
USA	007824	212177	12/13/1996
USA	008753	470565	04/20/1998
USA	008194	346315	08/25/1997
USA	007904	213038	12/13/1996
USA	007749	285258	05/15/1997

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007455	1978482	06/04/1996
USA	007848	2139221	02/24/1998
USA	006304	1770196	05/11/1993
USA	006303	1731323	11/10/1992
USA	006794	1854745	09/20/1994
USA	006305	1727849	10/27/1992
USA	007454	1978483	06/04/1996
USA	005054	1497643	07/26/1988
USA	006595	1981393	06/18/1996
USA	005075	1497542	07/26/1988
USA	005074	1497644	07/26/1988
USA	006976	1975280	05/21/1996
USA	006309	1718365	09/22/1992
USA	003546	1183934	12/29/1981
USA	006771	1841923	06/28/1994
USA	005642	1704287	07/28/1992
USA	008434	1188810	02/02/1982
USA	006290	1741473	12/22/1992
USA	006291	1731325	11/10/1992
USA	006287	1731324	11/10/1992
USA	006047	1725957	10/20/1992

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006534	1811609	12/14/1993
USA	000112	507637	03/15/1949
USA	006491	1857790	10/11/1994
USA	006224	1750246	02/02/1993
USA	006662	1863261	11/15/1994
USA	006545	1820018	02/08/1994
USA	004498	1454761	08/25/1987
USA	004600	1442592	06/09/1987
USA	004569	1454762	08/25/1987
USA	007242	1953836	01/30/1996
USA	006139	1795958	09/28/1993
USA	008693	1005869	03/04/1975
USA	008703	1641358	04/16/1991
USA	008689	896409	08/11/1970
USA	008713	1765328	04/13/1993
USA	006463	1808548	11/30/1993
USA	006321	1777305	06/15/1993
USA	005511	1602540	06/19/1990
USA	005752	1693233	06/09/1992
USA	006231	1731326	11/10/1992
USA	006773	1919977	09/19/1995

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006024	1719540	09/22/1992
USA	005676	1712740	09/01/1992
USA	006823	1955362	02/06/1996
USA	006917	1951907	01/23/1996
USA	007742	2137527	02/17/1998
USA	006404	1809359	12/07/1993
USA	006755	1837434	05/24/1994
USA	007526	2122175	12/16/1997
USA	008684	746195	03/05/1963
USA	007697	2141082	03/03/1998
USA	004528	1447754	07/14/1987
USA	008698	1189316	02/09/1982
USA	008691	646141	05/28/1957
USA	008707	1692163	06/09/1992
USA	008714	1777314	06/15/1993
USA	000130	510317	05/31/1949
USA	007142	1913506	08/22/1995
USA	006300	1792189	09/07/1993
USA	006480	1820709	02/08/1994
USA	006514	1887276	04/04/1995
USA	007192	1963308	03/19/1996

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005759	1760028	03/23/1993
USA	005849	1703515	07/28/1992
USA	000215	504175	11/23/1948
USA	003527	1171460	09/29/1981
USA	004571	1785632	08/03/1993
USA	006240	1813026	12/21/1993
USA	007282	2044487	03/11/1997
USA	006165	1895628	05/23/1995
USA	005700	1279095	05/22/1984
USA	005702	1306963	11/27/1984
USA	006579	1831440	04/19/1994
USA	007181	2010864	10/22/1996
USA	005095	1511093	11/01/1988
USA	006093	1765325	04/13/1993
USA	006294	1738470	12/08/1992
USA	007735	2075798	07/01/1997
USA	006064	1771598	05/18/1993
USA	006535	1807726	11/30/1993
USA	007383	2027805	12/31/1996
USA	006048	1729584	11/03/1992
USA	000212	799789	12/07/1965

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5

SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006401	1815030	01/04/1994
USA	000213	708366	12/13/1960
USA	006914	1864799	11/29/1994
USA	006193	1926833	10/17/1995
USA	001731	374235	01/02/1940
USA	007588	2010268	10/22/1996
USA	007206	1963309	03/19/1996
USA	001926	1136323	05/27/1980
USA	007147	2027491	12/31/1996
USA	007293	2035748	02/04/1997
USA	000128	833270	08/08/1967
USA	007866	1103092	09/26/1978
USA	007865	1362084	09/24/1985
USA	003598	1163903	08/04/1981
USA	000236	513361	08/09/1949
USA	002205	1144351	12/23/1980
USA	006793	1827574	03/22/1994
USA	002191	1112814	02/06/1979
USA	008717	1867000	12/13/1994
USA	002104	1096133	07/11/1978
USA	007249	2056451	04/22/1997

TRADEMARK
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SPALDING U. S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	004177	1304787	11/13/1984
USA	003409	1157459	06/09/1981
USA	003442	1171175	09/29/1981
USA	003805	1184576	01/05/1982
USA	003475	1222664	01/04/1983
USA	003474	1306225	11/20/1984
USA	006819	1888616	04/11/1995
USA	006393	1781564	07/13/1993
USA	006821	1878343	02/07/1995
USA	006473	1829495	04/05/1994
USA	006681	1810915	12/14/1993
USA	006770	1892711	05/02/1995
USA	006682	1807729	11/30/1993
USA	006683	1807728	11/30/1993
USA	006684	1807727	11/30/1993
USA	007898	1185928	01/12/1982
USA	005623	1620116	10/30/1990
USA	008680	2121548	12/16/1997
USA	000234	507674	03/15/1949
USA	003266	1164759	08/11/1981
USA	004550	1576562	01/09/1990

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007867	1973465	05/07/1996
USA	007868	1968722	04/16/1996
USA	007869	1548392	07/18/1989
USA	007871	901571	10/27/1970
USA	006017	1708188	08/18/1992
USA	005695	1294217	09/11/1984
USA	005708	1083672	01/24/1978
USA	007600	2099483	09/23/1997
USA	005699	1210764	09/28/1982
USA	006092	1710142	08/25/1992
USA	004585	1447758	07/14/1987
USA	008687	746859	03/19/1963
USA	005698	1210765	09/28/1982
USA	005697	1210766	09/28/1982
USA	006054	1765327	04/13/1993
USA	003986	1571125	12/12/1989
USA	006702	1982798	06/25/1996
USA	000256	507647	03/05/1949
USA	006742	1892706	05/02/1995
USA	000255	810975	07/12/1966
USA	004180	1346444	07/02/1985

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	003350	1171459	09/29/1981
USA	006323	1777307	06/15/1993
USA	000254	862336	12/24/1968
USA	007196	2006947	10/08/1996
USA	001883	1232899	03/29/1983
USA	007876	1057749	02/01/1977
USA	007875	766756	03/17/1964
USA	007877	1776591	06/15/1993
USA	007874	872644	07/08/1969
USA	007881	1328691	04/02/1985
USA	007882	1338021	05/28/1985
USA	007878	1914207	08/22/1995
USA	007879	1099642	08/15/1978
USA	007880	1096089	07/11/1978
USA	007883	1675918	02/18/1992
USA	007022	1916640	09/05/1995
USA	007310	2027807	12/31/1996
USA	000265	704250	09/13/1960
USA	006416	1779050	06/29/1993
USA	007458	2060704	05/13/1997
USA	005435	1558242	09/26/1989

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005622	1795117	09/28/1993
USA	002710	1132283	04/01/1980
USA	004990	1461115	10/13/1987
USA	004612	1529821	03/14/1989
USA	003703	1195819	05/18/1982
USA	006509	1774328	06/01/1993
USA	007197	2041092	02/25/1997
USA	005486	1751383	02/09/1993
USA	002086	1116433	04/10/1979
USA	006229	1834746	05/03/1994
USA	004383	1365767	10/15/1985
USA	002510	1175345	10/27/1981
USA	002246	1127584	12/11/1979
USA	008721	1934106	11/07/1995
USA	006685	1858219	10/11/1994
USA	007031	1955644	02/13/1996
USA	000403	797747	10/19/1965
USA	007884	1103091	09/26/1978
USA	006141	1777296	06/15/1993
USA	005829	1695430	06/16/1992
USA	006288	1729585	11/03/1992

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006699	2062476	05/20/1997
USA	006666	1805450	11/16/1993
USA	003684	1193254	04/06/1982
USA	007453	2006415	10/08/1996
USA	004074	1405979	08/19/1986
USA	002384	1359375	09/10/1985
USA	008699	1213964	10/26/1982
USA	008692	949262	12/26/1972
USA	008706	1693123	06/09/1992
USA	008710	1743988	12/29/1992
USA	008702	1558180	09/26/1989
USA	008686	746854	03/19/1963
USA	002759	1853703	09/13/1994
USA	0005769	1682438	04/07/1992
USA	0006194	1736770	12/01/1992
USA	0004444	1606503	07/17/1990
USA	0006301	1775346	06/08/1993
USA	0002696	1116430	04/10/1979
USA	006435	1888593	04/11/1995
USA	007373	2037862	02/11/1997
USA	005770	1687208	05/12/1992

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007768	2107397	10/21/1997
USA	006778	1854746	09/20/1994
USA	003194	1559133	10/03/1989
USA	003193	1559132	10/03/1989
USA	007231	1943872	12/26/1995
USA	000439	504173	11/23/1948
USA	005286	1544632	06/20/1989
USA	006397	1801611	10/26/1993
USA	000447	375087	02/06/1940
USA	000481	525953	06/06/1950
USA	003550	1254914	10/18/1983
USA	008696	1057792	02/01/1977
USA	001863	1026881	12/09/1975
USA	006973	1816970	01/18/1994
USA	008252	2102440	10/07/1997
USA	004018	1208711	09/14/1982
USA	006974	1820014	02/08/1994
JSA	008695	1053000	11/16/1976
JSA	006500	1776648	06/15/1993
JSA	005145	1570491	12/05/1989
JSA	002137	1100886	08/29/1978

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 SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005577	1602541	06/19/1990
USA	003256	1230028	03/08/1983
USA	008224	2144731	03/17/1998
USA	007129	1974262	05/14/1996
USA	006796	1918905	09/12/1995
USA	002578	1301900	10/23/1984
USA	002449	1164756	08/11/1981
USA	008722	1947646	01/09/1996
USA	007296	1958052	02/20/1996
USA	008724	2034393	01/28/1997
USA	005762	1695421	06/16/1992
USA	007784	2124507	12/23/1997
USA	005504	1569986	12/05/1989
USA	006698	1855293	09/20/1994
USA	002215	1101600	09/05/1978
USA	007193	1963306	03/19/1996
USA	007394	2058217	04/29/1997
USA	007885	1590980	04/10/1990
USA	006146	1744111	12/29/1992
JSA	005746	1712741	09/01/1992
JSA	005680	1712742	09/01/1992

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006501	1774332	06/01/1993
USA	000528	523335	04/04/1950
USA	006143	1777306	06/15/1993
USA	007311	2034403	01/28/1997
USA	006478	1820708	02/08/1994
USA	000517	799067	11/23/1965
USA	002709	1118869	05/22/1979
USA	002976	1575215	01/02/1990
USA	000525	706269	10/25/1960
USA	006025	1732141	11/10/1992
USA	005924	1810916	12/14/1993
USA	006608	1829909	04/05/1994
USA	006941	1959638	03/05/1996
USA	004495	1445345	06/30/1987
USA	008688	746868	03/19/1963
USA	000527	507626	03/15/1949
USA	000523	695596	04/05/1960
USA	001309	1151136	04/14/1981
JSA	000520	695594	04/05/1960
JSA	000522	695595	04/05/1960
JSA	000521	695597	04/05/1960

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005760	1716038	09/15/1992
USA	007855	2118011	12/02/1997
USA	006777	1854744	09/20/1994
USA	004959	1479200	03/01/1988
USA	005148	1559067	10/03/1989
USA	000518	695593	04/05/1960
USA	006071	1775957	06/08/1993
USA	006776	1900781	06/20/1995
USA	000516	691610	01/19/1960
USA	003252	1163887	08/04/1981
USA	002353	1173451	10/13/1981
USA	008718	1870686	12/27/1994
USA	007052	1922241	09/26/1995
USA	004073	1809360	12/07/1993
USA	0006792	1851580	08/30/1994
USA	0006781	1854747	09/20/1994
USA	0006510	1810917	12/14/1993
JSA	0004494	1465621	11/17/1987
JSA	006964	2037441	02/11/1997
JSA	003017	1360830	09/17/1985
JSA	007349	2027806	12/31/1996

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006070	1779747	06/29/1993
USA	008712	1751968	02/09/1993
USA	003291	1141394	11/11/1980
USA	000598	862337	12/24/1968
USA	004978	1513711	11/22/1988
USA	006184	1782173	07/13/1993
USA	006841	1919931	09/19/1995
USA	004453	1549247	07/25/1989
USA	007295	1966764	04/09/1996
USA	006943	1931064	10/31/1995
USA	001351	1164743	08/11/1981
USA	001496	1115720	03/27/1979
USA	006502	1792746	09/14/1993
USA	005707	1504121	09/13/1988
USA	006503	1774331	06/01/1993
JSA	007384	2026051	12/24/1996
JSA	005061	1483684	04/05/1988
JSA	004708	1437438	04/21/1987
JSA	005850	1721135	09/29/1992
ISA	006050	1771596	05/18/1993
ISA	006053	1765326	04/13/1993

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005180	1496890	07/19/1988
USA	004466	1446627	07/07/1987
USA	007736	2079297	07/15/1997
USA	006034	1813019	12/21/1993
USA	003888	1233762	04/05/1983
USA	003468	1161128	07/14/1981
USA	006363	1777322	06/15/1993
USA	005884	1650863	07/16/1991
USA	006225	1772481	05/18/1993
USA	006516	1841926	06/28/1994
USA	005997	1706972	08/11/1992
USA	006160	1706974	08/11/1992
USA	006504	1774333	06/01/1993
USA	007370	2038952	02/18/1997
USA	003455	1182302	12/15/1981
USA	000685	56737	10/16/1930
USA	000689	64046	07/23/1930
JSA	000688	63796	07/09/1930
JSA	005979	1747214	01/19/1993
JSA	002369	1112317	01/30/1979
JSA	002478	1114031	02/27/1979

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	002712	1111341	01/16/1979
USA	002716	1127936	12/18/1979
USA	003035	1124518	08/28/1979
USA	003034	1111273	01/16/1979
USA	003039	1111226	01/16/1979
USA	003042	1146601	02/03/1981
USA	003038	1123994	08/14/1979
USA	003040	1111144	01/16/1979
USA	003037	1124064	08/14/1979
USA	002714	1123995	08/14/1979
USA	002715	1124100	08/14/1979
USA	003016	1170489	09/22/1981
USA	003043	1111283	01/16/1979
USA	003036	1141836	11/25/1980
USA	003066	1140736	10/21/1980
USA	003866	1214167	10/26/1982
JSA	000682	524419	04/25/1950
JSA	000690	525022	05/09/1950
JSA	006937	2154082	04/28/1998
JSA	006936	2023726	12/17/1996
JSA	006939	2078615	07/16/1997

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006387	1856249	09/27/1994
USA	006596	2030481	01/14/1997
USA	006912	1920897	09/19/1995
USA	006924	1880728	02/28/1995
USA	006982	1951892	01/23/1996
USA	006849	1964585	03/26/1996
USA	006979	1884803	03/21/1995
USA	006934	2026277	12/31/1996
USA	007563	2015904	11/12/1996
USA	002549	1215979	11/09/1982
USA	006389	1733311	11/17/1992
USA	003832	1181337	12/08/1981
USA	003834	1181116	12/08/1981
USA	003830	1188800	02/02/1982
USA	003831	1224899	01/25/1993
JSA	003588	1192209	03/16/1982
JSA	004097	1383153	02/18/1986
JSA	003589	1219255	12/07/1982
JSA	007679	2116846	11/25/1997
ISA	003597	1168503	09/08/1981
ISA	007580	2075799	07/01/1997

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	000944	63798	07/09/1930
USA	000701	525021	05/09/1950
USA	007367	2085868	08/05/1997
USA	002352	1114511	03/06/1979
USA	008719	1927899	10/17/1995
USA	008720	1927900	10/17/1995
USA	008685	746196	03/05/1963
USA	003889	1386909	03/18/1986
USA	006043	1810112	12/07/1993
USA	006530	1933468	11/07/1995
USA	003910	1201304	07/13/1982
USA	007894	2000345	09/10/1996
USA	007886	1136884	06/10/1980
USA	007887	1690827	06/02/1992
USA	007898	1796766	10/12/1993
USA	007889	1890592	04/18/1995
USA	007891	1890591	04/18/1995
USA	007892	1890593	04/18/1995
USA	007893	1896982	05/30/1995
USA	006087	1953938	02/06/1996
USA	006459	1841924	06/28/1994

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	003892	1362151	09/24/1985
USA	007237	1963307	03/19/1996
USA	007895	1102189	09/12/1978
USA	007896	1105166	10/31/1978
USA	007708	2077611	07/08/1997
USA	008700	1280836	06/05/1984
USA	008708	1710803	08/25/1992
USA	006961	1888617	04/11/1995
USA	002267	1077984	11/22/1977
USA	002062	1047329	08/31/1976
USA	004020	1461114	10/13/1987
USA	002740	1363575	10/01/1985
USA	008715	1847416	07/26/1994
USA	008694	1020613	09/16/1975
USA	002077	1116434	04/10/1979
USA	008723	1975347	05/21/1996
USA	006517	1840658	06/21/1994
JSA	006807	1947786	01/09/1996
JSA	007897	1328891	04/02/1985
JSA	006074	1679513	03/17/1992
JSA	007676	2045869	03/18/1997

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007508	2083382	07/29/1997
USA	007509	2024175	12/17/1996
USA	007155	1956548	02/13/1996
USA	007346	1956549	02/13/1996
USA	007347	1956546	02/13/1996
USA	005998	1743985	12/29/1992
USA	007407	2043445	03/11/1997
USA	004598	1457600	09/15/1987
USA	004599	1452681	08/11/1987
USA	007497	2143147	03/10/1998
USA	006392	1774785	06/01/1993
USA	004635	1437442	04/21/1987
USA	006546	1810293	12/07/1993
USA	006308	1826404	03/15/1994
USA	006307	1751389	02/09/1993
USA	006313	1852476	09/06/1994
USA	006314	1761444	03/30/1993
USA	005705	1365716	10/15/1985
JSA	006006	1708408	08/18/1992
JSA	006476	1776651	06/15/1993
JSA	006717	1891760	04/25/1995

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007241	2003589	09/24/1996
USA	007317	2013205	11/05/1996
USA	005704	1365715	10/15/1985
USA	006004	1708410	08/18/1992
USA	005706	1365717	10/15/1985
USA	006005	1708409	08/18/1992
USA	006126	1736772	12/01/1992
USA	007462	2013832	11/05/1996
USA	005485	1773068	05/25/1993
USA	006760	63887	06/19/1981
USA	003348	1242197	06/14/1983
USA	005562	1604831	07/03/1990
USA	006482	1907878	07/25/1995
USA	006498	1841927	06/28/1994
USA	000769	505779	01/18/1949
USA	006978	2082753	07/29/1997
USA	003939	1598772	05/29/1990
USA	006915	1910241	08/08/1995
USA	002165	1059421	02/15/1977
USA	007581	2151493	04/21/1998
USA	006452	1893674	05/09/1995

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005076	1516523	12/13/1988
USA	007757	2110566	11/04/1997
USA	003347	1483678	04/05/1988
USA	006913	1841934	06/28/1994
USA	007109	1973319	05/07/1996
USA	007436	2098070	09/16/1997
USA	006490	1823835	02/22/1994
USA	005861	1678669	03/10/1992
USA	004415	1395892	06/03/1986
USA	007348	2004042	10/01/1996
USA	006460	1841925	06/28/1994
USA	007583	2038943	02/18/1997
USA	006002	1768142	04/27/1993
USA	007420	2080640	07/22/1997
USA	003330	1181280	12/08/1981
USA	005277	1575230	01/02/1990
USA	006697	1920999	09/19/1995
USA	004518	1482504	03/09/1988
USA	001753	1183978	12/29/1981
USA	007128	2059701	05/06/1997
USA	006073	1765989	04/20/1993

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006137	1756179	03/02/1993
USA	006173	1918109	09/12/1995
USA	006172	1918110	09/12/1995
USA	006158	1771597	05/18/1993
USA	005805	1778534	06/22/1993
USA	006095	1751966	02/09/1993
USA	006128	1869753	12/27/1994
USA	000771	691209	01/12/1960
USA	000783	508504	04/12/1949
USA	002750	1129351	01/15/1980
USA	000782	700892	07/12/1960
USA	006324	1757662	03/09/1993
USA	005999	1753316	02/16/1993
USA	004707	1437440	04/21/1987
USA	006772	1926972	10/17/1995
USA	006884	1926971	10/17/1995
USA	006885	1926970	10/17/1995
USA	006319	1806226	11/23/1993
USA	006518	1847780	08/02/1994
JSA	006732	1836929	05/17/1994
JSA	006826	1937905	11/28/1995

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SPALDING U.S. REGISTERED TRADEMARKS

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Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	002169	1115366	03/20/1979
USA	008697	1183111	12/22/1981
USA	006195	1744662	01/05/1993
USA	008711	1746451	06/12/1993
USA	005607	1602560	06/19/1990
USA	005696	1170406	09/22/1981
USA	003631	1183977	12/29/1981
USA	002155	1054783	12/21/1976
USA	006774	1895188	05/23/1995
USA	006944	1984610	07/02/1996
USA	006598	1833930	05/03/1994
USA	007406	2010269	10/22/1996
USA	006506	1776649	06/15/1993
USA	006505	1774330	06/01/1993
USA	006507	1776647	06/15/1993
JSA	006508	1774329	06/01/1993
JSA	006689	1872099	01/03/1995
JSA	007531	2045135	03/11/1997
JSA	003586	1179365	11/24/1981
JSA	007130	2032599	01/21/1997
JSA	005437	1614004	09/18/1990

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	000855	506690	02/15/1949
USA	007899	1352939	08/06/1985
USA	006817	2081846	07/22/1997
USA	006926	2084254	07/29/1997
USA	006925	2000238	09/10/1996
USA	007528	2038948	02/18/1997
USA	004510	1449888	07/28/1987
USA	006453	1889358	04/11/1995
USA	007399	2049843	04/01/1997
USA	008709	1742379	12/22/1992

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	007408	346295	08/25/1997
USA	007579	033418	12/18/1995
USA	007492	033403	12/18/1995
USA	007842	346305	08/25/1997
USA	007368	710482	08/03/1995
USA	007689	285251	05/02/1997
USA	007900	346282	08/25/1997
USA	008251	346281	08/25/1997
USA	008198	346301	08/25/1997
USA	007589	033419	12/18/1995
USA	007573	034048	12/18/1995
USA	007974	346398	08/25/1997
USA	008311	346297	08/25/1997
USA	007954	213040	12/13/1996
USA	008671	434931	02/17/1998
USA	008672	434928	02/17/1998
USA	008312	346298	08/25/1997
USA	008320	346299	08/25/1997
USA	007854	285270	05/15/1997
USA	007524	033444	12/18/1995
USA	008624	435206	02/17/1998

REF: TRADEMARK FRAME 0778

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SPALDING U.S. TRADEMARK APPLICATIONS

-----	Docket No.	Curr App No	Curr App Dt
USA 007745	213044	12/13/1996	
USA 008313	346291	08/25/1997	
USA 008488	470883	04/20/1998	
USA 007598	085438	03/29/1996	
USA 007599	085439	03/29/1996	
USA 008200	346288	08/25/1997	
USA 007753	213039	12/13/1996	
USA 007872	100919	05/08/1996	
USA 007873	100918	05/08/1996	
USA 007698	285256	05/02/1997	
USA 008172	285255	05/15/1997	
USA 008173	285271	05/15/1997	
USA 007902	346280	08/25/1997	
USA 007423	703442	07/18/1995	
USA 007422	703441	07/18/1995	
USA 008502	435208	02/17/1998	
USA 008498	435207	02/17/1998	
USA 007194	603411	11/28/1994	
USA 007836	213048	12/13/1996	
USA 008487	470882	04/20/1998	
USA 008229	434929	02/17/1998	

REC-73 TRADEMARK FRAME 079

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008608	434925	02/17/1998
USA	008202	346308	08/25/1997
USA	007703	470770	04/20/1998
USA	007000	595111	11/04/1994
USA	008529	434927	02/17/1998
USA	008600	434930	02/17/1998
USA	007786	152862	08/19/1996
USA	008205	285269	05/15/1997
USA	007306	665425	04/24/1995
USA	007780	152856	08/19/1996
USA	007716	080950	03/29/1996
USA	007699	285254	05/15/1997
USA	008482	434985	02/17/1998
USA	008254	346296	08/25/1997
USA	007530	213049	12/13/1996
USA	007819	152861	08/19/1996
USA	007847	285274	05/15/1997
USA	008681	165271	09/13/1996
USA	008236	285513	05/02/1997
USA	008236	285513	05/02/1997
USA	007575	033409	12/18/1995

REC-73 TRADEMARK FILE NO 070

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SPALDING U.S. TRADEMARK APPLICATIONS

Country	Docket No.	Cur App No	Cur App Dt
USA	008494	346284	08/25/1997
USA	007969	434935	02/17/1998
USA	006750	375862	04/06/1993
USA	007767	152859	08/19/1996
USA	007525	033415	12/18/1995
USA	008682	225183	01/14/1997
USA	008309	346287	08/25/1997
USA	007593	033422	12/18/1995
USA	007744	152868	08/19/1996
USA	007352	470888	04/20/1998
USA	008489	470889	04/20/1998
USA	007182	553164	07/25/1994
USA	008204	346309	08/25/1997
USA	007372	080155	03/28/1996
USA	007601	081081	03/29/1996
USA	007596	081087	03/29/1996
USA	007597	081088	03/29/1996
USA	007710	053717	02/05/1996
USA	007684	053855	02/05/1996
USA	006933	053856	02/05/1996
USA	007712	081071	03/29/1996

TRADEMARK
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 SPALDING U.S.

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	007905	213041	12/13/1996
USA	008509	346285	08/25/1997
USA	006935	665410	04/24/1995
USA	008630	297100	05/23/1997
USA	008431	435205	02/17/1998
USA	008225	346300	08/25/1997
USA	007870	346318	08/25/1997
USA	008318	346292	08/25/1997
USA	007682	046887	01/22/1996
USA	008243	346307	08/25/1997
USA	007981	346289	08/25/1997
USA	007718	080956	03/29/1996
USA	008435	346294	08/25/1997
USA	008477	346279	08/25/1997
USA	007717	080957	03/29/1996
USA	008476	346306	08/25/1997
USA	008319	346293	08/25/1997
USA	008490	470760	04/20/1998
USA	008491	470891	04/20/1998
USA	007781	152857	08/19/1996
USA	008607	434934	02/17/1998

REC-73 TRADEMARK FRAME 0782

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SPALDING U.S. TRADEMARK APPLICATIONS

Country	Docket No.	Cur App No	Cur App Dt
USA	008245	434933	02/17/1998
USA	008241	470884	04/20/1998
USA	008493	470885	04/20/1998
USA	007609	053720	02/05/1996
USA	007608	053722	02/05/1996
USA	007686	081086	03/29/1996
USA	008242	470886	04/20/1998
USA	008213	285266	05/15/1997
USA	007351	080154	03/28/1996
USA	008503	434976	02/17/1998
USA	007685	053718	02/05/1996
USA	007820	152871	08/19/1996
USA	008196	346399	08/25/1997
USA	007376	703437	07/18/1995
USA	007389	703434	07/18/1995
USA	007416	703432	07/18/1995
USA	007377	703436	07/18/1995
USA	007582	152875	08/19/1996
USA	007235	599342	11/14/1994
USA	007798	136874	07/18/1996
USA	007901	434977	02/17/1998

TRADEMARK
 REF: 1737 FRAME: 0788

SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008468	346286	08/25/1997
USA	006968	513504	04/18/1994
USA	006956	665418	04/24/1995
USA	008478	434932	02/17/1998
USA	004280	327074	11/02/1992
USA	006919	470684	12/20/1993
USA	008683	581460	10/03/1994
USA	006920	470685	12/20/1993
USA	007034	513514	04/18/1994
USA	006980	470686	12/20/1993
USA	007737	285520	05/15/1997
USA	006970	470687	12/20/1993
USA	006971	470688	12/20/1993
USA	007973	285273	05/15/1997
USA	008203	346310	08/25/1997
USA	008746	470759	04/20/1998
USA	007365	470325	04/20/1998
USA	007726	285253	05/15/1997
USA	007843	285519	05/15/1997
USA	008253	346290	08/25/1997
USA	008481	434984	02/17/1998

TRADEMARK
 REC: 1737 FRAME: 0784

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008432	346304	08/25/1997
USA	008433	346303	08/25/1997
USA	008317	346302	08/25/1997
USA	007849	213045	12/13/1996
USA	007778	152858	08/19/1996
USA	008530	434926	02/17/1998
USA	007721	213046	12/13/1996
USA	007971	285518	05/15/1997

SCHEDULE VII
TO SECURITY AGREEMENT

Trade Secret or Know-How Licenses

<u>Grantor</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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None.

SCHEDULE VIII
TO SECURITY AGREEMENT

DOMESTIC BANK ACCOUNTS
AS OF 3/31/98

24-Apr-98
08:39 AM

BANK NAME	BANK ADDRESS	ACCT #	DIVISION NAME	PURPOSE
BANK BOSTON		16178736	DUDLEY	MASTER
BANK OF AMERICA		73-14760	EVENFLO & SP HLDGS	MASTER
BANK OF AMERICA	231 South LaSalle St	79-60068	EVENFLO CO INC	CONTROLLED DISB.
BANK OF AMERICA	Chicago, IL 60607	73-16360	EVENFLO CO INC	CONCENTRATION
BANK OF AMERICA		73-61238	EVENFLO CO INC	L/C OVERDRAFT
BANK OF AMERICA		73-05184	EVENFLO CO INC	CANTON HRLY P/R
BANK OF CANTON	P.O. Box 649	02-00-94047-8	EVENFLO CO INC	PETTY CASH FUND
BANK OF CANTON	Canton, GA 30114	02-00-96962-2	EVENFLO CO INC	SINKING FUND
BANK ONE	Kettering Tower	964157280	EVENFLO CO INC	PIQUA HRLY P/R
BANK ONE	P.O. Box 1103	964150580	EVENFLO CO INC	PIQUA SAL P/R
BANK ONE	Dayton, OH 45401-1103	964154880	EVENFLO CO INC	JASPER P/R
BANK ONE		19-3534-2	EVENFLO CO INC	CREDIT CARDS
FIFTH THIRD BANK	1701 W. High Street	411-270-9	EVENFLO CO INC	PIQUA PETTY CASH
FIFTH THIRD BANK	Piqua, OH 45356	72573545	EVENFLO CO INC	S&A REBATE
FIRST NAT'L JASPER	P.O. Box 31, Jasper, AL 35501	21-659-4	EVENFLO CO INC	JASPER PETTY CASH
NATIONAL CITY BANK		2118782	EVENFLO CO INC	LOCKBOX
NATIONSBANK	100 Southeast 2nd Street	3750062963	EWV LISCO	MASTER
NATIONSBANK	Miami, FL 33131	3750185797	LISCO SPORTS	MASTER
NATIONSBANK		3750185807	LISCO FEEDING	MASTER
BANK OF AMERICA		75-16312	LISCO FURNITURE	MASTER
BANK OF AMERICA		75-16304	LISCO, INC.	MASTER
BANK OF AMERICA		73-16550	GERRY	CONCENTRATION ACCT
BANK OF AMERICA		73-50667	GERRY WOOD	CONTROLLED DISB.
BANK OF AMERICA		73-50675	GERRY BABY	CONTROLLED DISB.
BANK ONE *	1125 17th St, Denver 80217	1126132131	GERRY	DENVER P/R
COLORADO NTL BK	950 17th Street	1-943-1270-3342	GERRY WOOD	LOCKBOX
COLORADO NTL BK	P.O. Box 5168	1-943-1270-3110	GERRY BABY	LOCKBOX
COLORADO NTL BK	Denver, CO 80217	1-943-1270-3375	GERRY	MASTER ACCT
BANK OF AMERICA		7924097	SP & EV COS., INC.	L/C
BANK OF AMERICA		77-85890	SP & EV COS., INC.	BENEFITS ACCOUNT
BANK OF AMERICA		77-14785	SP & EV COS., INC.	CONCENTRATION
BANK OF AMERICA		79-50071	SP & EV COS., INC.	CONTROLLED DISB.
NATIONAL CITY BANK	1800 E. 9th Street	2485435	SP & EV COS., INC.	W/C
NATIONAL CITY BANK	Cleveland, OH 44114	2857278	SP & EV COS., INC.	W/C (EVENFLO)
NATIONSBANK		3750139451	SP & EV COS., INC.	MASTER
NATIONSBANK		3750140712	SP & EV COS., INC.	P/R
BANK BOSTON	1350 Main Street	22297791	SPALDING	REBATE ACCT
BANK BOSTON	Springfield, MA 01103	161314	SPALDING	P/R
BANK BOSTON		1147722	SPALDING	MASTER
BANK BOSTON		161822	SPALDING	COMMERCIAL
BANK OF AMERICA		79-50047	SPALDING	CONTROLLED DISB.
BANK OF AMERICA		76-46550	SPALDING	LOCKBOX
BANK OF AMERICA		77-86182	SPALDING	L/C OVERDRAFT
CHASE BANK	380 Madison, Ave. NY 10022	613-210614	SPALDING	IMPRES
FULTON NAT'L BK	Box 789, Gloversville, NY 12078	8760083112	SPALDING	PAYROLL
NATIONAL CITY BANK		2118790	SPALDING	LOCKBOX
BANK BOSTON		38085455	SPALDING SPRTS CTRS	MASTER
LIBERTY BANK	8 Main St, Clinton, CT 06413	417044119	SPALDING SPRTS CTRS	DEPOSITORY
BANK OF AMERICA		77-83817	SP & EV CANADA INC.	L/C OVERDRAFT
BK OF NOVA SCOTIA	44 King Street West	8791-14	SP & EV CANADA INC.	CAN \$ ACCT
BK OF NOVA SCOTIA	Toronto, Ontario M5H 1H1	50165-17	SP & EV CANADA INC.	US \$ ACCT
BK OF NOVA SCOTIA		203-11	SP CAN, DIV S&E CAN	CAN \$ ACCT
BK OF NOVA SCOTIA		80103-14	SP CAN, DIV S&E CAN	US \$ ACCT
BK OF NOVA SCOTIA		14742-19	EV CO, INC.	CAN \$ ACCT
BK OF NOVA SCOTIA		50158-12	EV CO, INC.	US \$ ACCT

* All other Bank One accounts are located at the Dayton, OH address

MARTHA DONBANKS

ANNEX 1 TO
SECURITY AGREEMENT

SUPPLEMENT NO. dated as of , to the Security Agreement dated as of March 30, 1998 (the "*Security Agreement*"), among EVENFLO & SPALDING HOLDINGS CORPORATION, a Delaware corporation ("*Holdings*"), SPALDING & EVENFLO COMPANIES, INC., a Delaware corporation (the "*Borrower*"), each of the Subsidiaries (such term and each other capitalized term used but not defined herein having the meaning given it in the Security Agreement) and BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION, as administrative agent (in such capacity, the "*Administrative Agent*") for the Secured Parties.

A. Reference is made to the Liquidity Facility, dated as of March 30, 1998 (as amended, amended and restated or otherwise modified from time to time, the "*Liquidity Facility*"), among the Borrower, the Lenders, the Administrative Agent, the Documentation Agent and the Syndication Agent.

B. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans pursuant to, and upon the terms and subject to the conditions specified in, the Liquidity Facility. Pursuant to the Liquidity Facility, each Subsidiary that was not in existence or not a Subsidiary on the date thereof is required to enter into the Security Agreement as a Grantor upon becoming a Subsidiary. Section 26 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "*New Grantor*") is a Subsidiary of Holdings and is executing this Supplement in accordance with the requirements of the Liquidity Facility to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 26 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws effecting creditors' rights generally and equitable principles of general applicability.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature, with a copy to the Borrower.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____

Name:

Title:

Address: _____

Fax No.: _____

Attention: _____

BANK OF AMERICA NATIONAL SAVINGS &
TRUST ASSOCIATION, as
Administrative Agent

By: _____

Name:

Title:

Address: _____

Fax No.: _____

Attention: _____

1

EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007332	1965489	04/02/1996
USA	007331	1963310	03/19/1996
USA	007330	2029590	01/14/1997
USA	007328	1994907	08/20/1996
USA	007329	2018754	11/26/1996
USA	007335	2056633	04/29/1997
USA	007334	1955156	02/06/1996
USA	007333	1955157	02/06/1996
USA	007568	2116313	11/25/1997
USA	008465	2102051	09/30/1997
USA	008441	1721216	09/29/1992
USA	006802	1899781	06/13/1995
USA	007788	2123672	12/23/1997
USA	007739	2123673	12/23/1997
USA	007220	2077858	07/08/1997
USA	008641	2003671	09/24/1996
USA	007161	1907393	07/25/1995
USA	007162	1905732	07/18/1995
USA	007163	1904549	07/11/1995
USA	006538	1904317	07/11/1995
USA	000196	802335	01/18/1966

REF: 73 TRADEMARK FRAME 0700

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	008642	1731118	11/10/1992
USA	006808	1887940	04/04/1995
USA	006045	1818618	01/25/1994
USA	004197	1194356	04/27/1982
USA	005986	1765266	04/13/1993
USA	005988	1746413	01/12/1993
USA	005985	1751901	02/09/1993
USA	006729	1812179	12/21/1993
USA	008439	1745212	01/05/1993
USA	008439	1745212	01/05/1993
USA	006812	1862530	11/15/1994
USA	000859	780470	11/17/1964
USA	000890	789804	05/18/1965
USA	007733	2121591	12/16/1997
USA	007731	2121916	12/16/1997
USA	007729	2128709	01/13/1998
USA	007856	2121917	12/16/1997
USA	004872	1528057	03/07/1989
USA	008643	1204660	08/10/1982
USA	008444	1623544	11/20/1990
USA	000231	694239	03/08/1960

REEL: 173 TRADEMARK FRAME: 0701

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3
EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006559	1851498	08/30/1994
USA	002297	1095903	07/11/1978
USA	008442	1971875	04/30/1996
USA	008440	1745211	01/05/1993
USA	006601	1806098	11/23/1993
USA	001525	1025687	11/25/1975
USA	000277	684384	09/01/1959
USA	000281	690125	12/22/1959
USA	000276	684315	09/01/1959
USA	000280	688780	11/24/1959
USA	000274	680902	06/23/1959
USA	000283	716212	05/30/1961
USA	000898	706627	11/01/1960
USA	000282	706355	10/25/1960
USA	000899	756407	09/10/1963
USA	003552	1188705	02/02/1982
USA	003562	1194171	04/27/1982
JSA	003758	1193257	04/06/1982
JSA	003988	1233606	04/05/1983
JSA	000258	322650	03/12/1935
JSA	000262	587172	03/23/1954

REF: 73 TRADEMARK FRAME: 0702

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4
EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	004358	1446278	07/07/1987
USA	006678	2023725	12/17/1996
USA	006519	2066490	06/03/1997
USA	006677	2086968	08/12/1997
USA	008644	2003672	09/24/1996
USA	006803	1902207	06/27/1995
USA	007782	2107396	10/21/1997
USA	007677	2107411	10/21/1997
USA	007213	2003588	09/24/1996
USA	007713	2107405	10/21/1997
USA	007437	2008771	10/15/1996
USA	007218	2014430	11/05/1996
USA	000383	1177294	11/10/1981
USA	000386	810591	06/28/1966
USA	007166	1923837	10/03/1995
USA	006605	1929465	10/24/1995
USA	000389	701812	07/26/1960
USA	006626	1807584	11/30/1993
USA	008453	813351	08/23/1966
USA	008443	1781025	07/13/1993
USA	008438	1185675	01/12/1982

REEL: 173
FRAME: 0703
TRADEMARK

PCMASTER REPORTER

MASTER FILE REPORT

5
EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
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USA	008437	1456216	09/08/1987
USA	008460	2067306	06/03/1997
USA	008448	1261755	12/20/1983
USA	008645	1154972	05/19/1981
USA	008454	1204558	08/10/1982
USA	008456	1201133	07/13/1982
USA	008646	1154971	05/19/1981
USA	008455	1249776	08/30/1983
USA	006843	1885590	03/21/1995
USA	006832	1932101	10/31/1995
USA	007185	1970600	04/23/1996
USA	005487	1585712	03/06/1990
USA	007500	2109681	10/28/1997
USA	006558	1777905	06/22/1993
USA	006177	1782126	07/13/1993
USA	006946	1922015	09/26/1995
USA	007169	1919939	09/19/1995
USA	007168	1916569	09/05/1995
USA	007167	1907394	07/25/1995
JSA	006725	1907229	07/25/1995
USA	002723	1518933	01/03/1989

REEL: 1737 FRAME: 0794
TRADEMARK

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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	000408	758434	10/15/1963
USA	004562	1404980	08/12/1986
USA	000438	549808	10/23/1951
USA	007520	2015677	11/12/1996
USA	007751	2125495	12/30/1997
USA	006421	1733093	11/17/1992
USA	006616	1842390	06/28/1994
USA	006950	1913211	08/22/1995
USA	006810	1911438	08/15/1995
USA	006951	1929887	10/24/1995
USA	008735	1624864	11/27/1990
USA	007566	2125494	12/30/1997
USA	008445	1755054	03/02/1993
USA	000477	689492	12/08/1959
USA	006575	1777906	06/22/1993
USA	006576	1814951	01/04/1994
USA	006403	1759918	03/23/1993
JSA	006529	1871210	01/03/1995
JSA	003989	1215867	11/09/1982
JSA	003772	1320564	02/19/1985
JSA	003386	1179211	11/24/1981

REF: 173 TRADEMARK
 USA FRAME: 0795

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7
EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	003538	1182155	12/15/1981
USA	003555	1195221	05/11/1982
USA	006539	1907228	07/25/1995
USA	007170	1907395	07/25/1995
USA	007172	1908666	08/01/1995
USA	007171	1918065	09/12/1995
USA	006834	2022452	12/10/1996
USA	007674	2123671	12/23/1997
USA	007859	2124048	12/23/1997
USA	001905	1171303	09/29/1981
USA	002231	1124450	08/28/1979
USA	006828	1889249	04/11/1995
USA	007513	2080173	07/15/1997
USA	004116	1290902	08/21/1984
USA	005489	1583698	02/20/1990
USA	007245	2022515	12/10/1996
USA	000514	733100	06/19/1962
USA	006627	1859726	10/25/1994
JSA	006622	1815431	01/04/1994
JSA	000501	673517	02/03/1959
JSA	005912	1693263	06/09/1992

REEL: 173 TRADEMARK FRAME: 0796

8
EVENFLO U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
USA	000965	727833	02/20/1962
USA	008446	1944608	12/26/1995
USA	006550	1823755	02/22/1994
USA	006540	1919506	09/19/1995
USA	007173	1919802	09/19/1995
USA	007174	1916571	09/05/1995
USA	007175	1915188	08/29/1995
USA	004210	1330126	04/09/1985
USA	003201	1241204	06/07/1983
USA	006952	1985006	07/09/1996
USA	005627	1605603	07/10/1990
USA	008647	1294506	09/11/1984
USA	008462	1062765	04/05/1977
USA	008450	1226775	02/08/1983
USA	008451	1221778	12/28/1982
USA	008452	1224364	01/18/1983
USA	008457	1463562	11/03/1987
USA	008447	1463743	11/03/1987
USA	008449	1609081	08/07/1990
JSA	005019	1485174	04/19/1988
JSA	003769	1187691	01/26/1982

REEL: 173
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EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	004215	1292314	08/28/1984
USA	008648	2000374	09/10/1996
USA	007297	1982591	06/25/1996
USA	006830	1907858	07/25/1995
USA	006811	1855788	09/27/1994
USA	007701	2125493	12/30/1997
USA	006907	1904997	07/11/1995
USA	000669	1616279	10/01/1990
USA	000670	796811	09/28/1965
USA	007672	2118584	12/02/1997
USA	005645	1707950	08/18/1992
USA	007723	2118016	12/02/1997
USA	003548	1181026	12/08/1981
USA	003554	1420907	12/16/1986
USA	006998	2003763	09/24/1996
USA	005585	1602142	06/19/1990
USA	006845	1899780	06/13/1995
USA	007177	1954284	02/06/1996
USA	006541	1927587	10/17/1995
USA	007176	1914982	08/29/1995
USA	007178	1915187	08/29/1995

REEL: 173 TRADEMARK FRAME: 0708

EVENFLO U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	008649	1606990	07/17/1990
USA	001897	1103069	09/26/1978
USA	002153	1102163	09/12/1978
USA	006032	1687778	05/19/1992
USA	005159	1560760	10/17/1989
USA	007275	2070303	06/10/1997
USA	005248	1560759	10/17/1989
USA	006037	1758212	03/16/1993
USA	001903	1177283	11/10/1981
USA	006365	1730945	11/10/1992

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1
EVENFLO U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008188	285261	05/02/1997
USA	008603	470767	04/20/1998
USA	008321	434978	02/17/1998
USA	007831	212899	12/13/1996
USA	008469	470566	04/20/1998
USA	008536	470766	04/20/1998
USA	008535	470765	04/20/1998
USA	008559	470569	04/20/1998
USA	008499	346283	08/25/1997
USA	008227	346317	08/25/1997
USA	007826	213029	12/13/1996
USA	007790	214010	12/16/1996
USA	007834	212176	12/13/1996
USA	008505	470570	04/20/1998
USA	008507	346311	08/25/1997
USA	008626	470568	04/20/1998
USA	008186	285262	05/15/1997
USA	007838	212178	12/13/1996
USA	007837	213030	12/13/1996
USA	007670	346312	08/25/1997
USA	008558	434975	02/17/1998

REEL: 173 TRADEMARK FRAME: 0800

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2
EVENFLO U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008560	435204	02/17/1998
USA	007517	434946	02/17/1998
USA	008563	434936	02/17/1998
USA	007523	434937	02/17/1998
USA	008561	435203	02/17/1998
USA	008464	156968	08/28/1996
USA	007821	285521	05/02/1997
USA	007833	212175	12/13/1996
USA	008233	346314	08/25/1997
USA	008495	346313	08/25/1997
USA	007810	213043	12/13/1996
USA	007830	212897	12/13/1996
USA	008218	285264	05/15/1997
USA	008220	285263	05/15/1997
USA	008222	470567	04/20/1998
USA	008228	346316	08/25/1997
USA	008513	470527	04/20/1998
USA	007812	213237	12/13/1996
USA	008504	470529	04/20/1998
USA	008581	470530	04/20/1998
USA	008562	470526	04/20/1998

REEL: 1737
FRAME: 0801
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EVENFLO U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008471	470821	04/20/1998
USA	007828	213028	12/13/1996
USA	007794	152864	08/19/1996
USA	007792	152863	08/19/1996
USA	007832	212898	12/13/1996
USA	007727	285515	05/02/1997
USA	007796	214009	12/16/1996
USA	008614	470822	04/20/1998
USA	008754	470769	04/20/1998
USA	008480	471405	04/20/1998
USA	008192	285265	05/02/1997
USA	008543	470768	04/20/1998
USA	008514	470528	04/20/1998
USA	008190	346397	08/25/1997
USA	007824	212177	12/13/1996
USA	008753	470565	04/20/1998
USA	008194	346315	08/25/1997
USA	007904	213038	12/13/1996
USA	007749	285258	05/15/1997

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 REF: 73 FRAME 0802

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007455	1978482	06/04/1996
USA	007848	2139221	02/24/1998
USA	006304	1770196	05/11/1993
USA	006303	1731323	11/10/1992
USA	006794	1854745	09/20/1994
USA	006305	1727849	10/27/1992
USA	007454	1978483	06/04/1996
USA	005054	1497643	07/26/1988
USA	006595	1981393	06/18/1996
USA	005075	1497542	07/26/1988
USA	005074	1497644	07/26/1988
USA	006976	1975280	05/21/1996
USA	006309	1718365	09/22/1992
USA	003546	1183934	12/29/1981
USA	006771	1841923	06/28/1994
USA	005642	1704287	07/28/1992
USA	008434	1188810	02/02/1982
USA	006290	1741473	12/22/1992
USA	006291	1731325	11/10/1992
USA	006287	1731324	11/10/1992
USA	006047	1725957	10/20/1992

REF: 73 TRADEMARK FRAME 08 03

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006534	1811609	12/14/1993
USA	000112	507637	03/15/1949
USA	006491	1857790	10/11/1994
USA	006224	1750246	02/02/1993
USA	006662	1863261	11/15/1994
USA	006545	1820018	02/08/1994
USA	004498	1454761	08/25/1987
USA	004600	1442592	06/09/1987
USA	004569	1454762	08/25/1987
USA	007242	1953836	01/30/1996
USA	006139	1795958	09/28/1993
USA	008693	1005869	03/04/1975
USA	008703	1641358	04/16/1991
USA	008689	896409	08/11/1970
USA	008713	1755328	04/13/1993
USA	006463	1808548	11/30/1993
USA	006321	1777305	06/15/1993
USA	005511	1602540	06/19/1990
JSA	005752	1693233	06/09/1992
JSA	006231	1731326	11/10/1992
JSA	006773	1919977	09/19/1995

WHEEL 737 FRAME 0804

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SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
USA	006024	1719540	09/22/1992
USA	005676	1712740	09/01/1992
USA	006823	1955362	02/06/1996
USA	006917	1951907	01/23/1996
USA	007742	2137527	02/17/1998
USA	006404	1809359	12/07/1993
USA	006755	1837434	05/24/1994
USA	007526	2122175	12/16/1997
USA	008684	746195	03/05/1963
USA	007697	2141082	03/03/1998
USA	004528	1447754	07/14/1987
USA	008698	1189316	02/09/1982
USA	008691	646141	05/28/1957
USA	008707	1692163	06/09/1992
USA	008714	1777314	06/15/1993
USA	000130	510317	05/31/1949
USA	007142	1913506	08/22/1995
USA	006300	1792189	09/07/1993
USA	006480	1820709	02/08/1994
USA	006514	1887276	04/04/1995
USA	007192	1963308	03/19/1996

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4
SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
USA	005759	1760028	03/23/1993
USA	005849	1703515	07/28/1992
USA	000215	504175	11/23/1948
USA	003527	1171460	09/29/1981
USA	004571	1785632	08/03/1993
USA	006240	1813026	12/21/1993
USA	007282	2044487	03/11/1997
USA	006165	1895628	05/23/1995
USA	005700	1279095	05/22/1984
USA	005702	1306963	11/27/1984
USA	006579	1831440	04/19/1994
USA	007181	2010864	10/22/1996
USA	005095	1511093	11/01/1988
USA	006093	1765325	04/13/1993
USA	006294	1738470	12/08/1992
USA	007735	2075798	07/01/1997
USA	006064	1771598	05/18/1993
JSA	006535	1807726	11/30/1993
JSA	007383	2027805	12/31/1996
JSA	006048	1729584	11/03/1992
JSA	000212	799789	12/07/1965

WHEEL 173 TRADEMARK
FRAME 0806

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006401	1815030	01/04/1994
USA	000213	708366	12/13/1960
USA	006914	1864799	11/29/1994
USA	006193	1926833	10/17/1995
USA	001731	374235	01/02/1940
USA	007588	2010268	10/22/1996
USA	007206	1963309	03/19/1996
USA	001926	1136323	05/27/1980
USA	007147	2027491	12/31/1996
USA	007293	2035748	02/04/1997
USA	000128	833270	08/08/1967
USA	007866	1103092	09/26/1978
USA	007865	1362084	09/24/1985
USA	003598	1163903	08/04/1981
USA	000236	513361	08/09/1949
USA	002205	1144351	12/23/1980
USA	006793	1827574	03/22/1994
USA	002191	1112814	02/06/1979
JSA	008717	1867000	12/13/1994
JSA	002104	1096133	07/11/1978
JSA	007249	2056451	04/22/1997

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6
SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	004177	1304787	11/13/1984
USA	003409	1157459	06/09/1981
USA	003442	1171175	09/29/1981
USA	003805	1184576	01/05/1982
USA	003475	1222664	01/04/1983
USA	003474	1306225	11/20/1984
USA	006819	1888616	04/11/1995
USA	006393	1781564	07/13/1993
USA	006821	1878343	02/07/1995
USA	006473	1829495	04/05/1994
USA	006681	1810915	12/14/1993
USA	006770	1892711	05/02/1995
USA	006682	1807729	11/30/1993
USA	006683	1807728	11/30/1993
USA	006684	1807727	11/30/1993
USA	007898	1185928	01/12/1982
USA	005623	1620116	10/30/1990
USA	008680	2121548	12/16/1997
USA	000234	507674	03/15/1949
USA	003266	1164759	08/11/1981
USA	004550	1576562	01/09/1990

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007867		1973465 05/07/1996
USA	007868		1968722 04/16/1996
USA	007869		1548392 07/18/1989
USA	007871		901571 10/27/1970
USA	006017		1708188 08/18/1992
USA	005695		1294217 09/11/1984
USA	005708		1083672 01/24/1978
USA	007600		2099483 09/23/1997
USA	005699		1210764 09/28/1982
USA	006092		1710142 08/25/1992
USA	004585		1447758 07/14/1987
USA	008687		746859 03/19/1963
USA	005698		1210765 09/28/1982
USA	005697		1210766 09/28/1982
USA	006054		1765327 04/13/1993
USA	003986		1571125 12/12/1989
USA	006702		1982798 06/25/1996
USA	000256		507647 03/05/1949
USA	006742		1892706 05/02/1995
JSA	000255		810975 07/12/1966
JSA	004180		1346444 07/02/1985

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	003350	1171459	09/29/1981
USA	006323	1777307	06/15/1993
USA	000254	862336	12/24/1968
USA	007196	2006947	10/08/1996
USA	001883	1232899	03/29/1983
USA	007876	1057749	02/01/1977
USA	007875	766756	03/17/1964
USA	007877	1776591	06/15/1993
USA	007874	872644	07/08/1969
USA	007881	1328691	04/02/1985
USA	007882	1338021	05/28/1985
USA	007878	1914207	08/22/1995
USA	007879	1099642	08/15/1978
USA	007880	1096089	07/11/1978
USA	007883	1675916	02/18/1992
USA	007022	1916640	09/05/1995
USA	007310	2027807	12/31/1996
USA	000265	704250	09/13/1960
USA	006416	1779050	06/29/1993
USA	007458	2060704	05/13/1997
USA	005435	1558242	09/26/1989

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9
SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005622	1795117	09/28/1993
USA	002710	1132283	04/01/1980
USA	004990	1461115	10/13/1987
USA	004612	1529821	03/14/1989
USA	003703	1195819	05/18/1982
USA	006509	1774328	06/01/1993
USA	007197	2041092	02/25/1997
USA	005486	1751383	02/09/1993
USA	002086	1116433	04/10/1979
USA	006229	1834746	05/03/1994
USA	004383	1365767	10/15/1985
USA	002510	1175345	10/27/1981
USA	002246	1127584	12/11/1979
USA	008721	1934106	11/07/1995
USA	006695	1959219	10/11/1994
USA	007031	1955644	02/13/1996
USA	000403	797747	10/19/1965
USA	007884	1103091	09/26/1978
USA	006141	1777296	06/15/1993
USA	005829	1695430	06/16/1992
USA	006288	1729585	11/03/1992

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006699	2062476	05/20/1997
JSA	006666	1805450	11/16/1993
JSA	003684	1193254	04/06/1982
JSA	007453	2006415	10/08/1996
JSA	004074	1405979	08/19/1986
JSA	002384	1359375	09/10/1985
JSA	008699	1213964	10/26/1982
JSA	008692	949262	12/26/1972
ISA	008706	1693123	06/09/1992
ISA	008710	1743988	12/29/1992
ISA	008702	1558180	09/26/1989
ISA	008686	746854	03/19/1963
SA	002759	1853703	09/13/1994
SA	005769	1682438	04/07/1992
SA	006194	1736770	12/01/1992
SA	004444	1606503	07/17/1990
SA	006301	1775346	06/08/1993
SA	002696	1116430	04/10/1979
SA	006435	1888593	04/11/1995
SA	007373	2037862	02/11/1997
SA	005770	1687208	05/12/1992

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11

SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	007768	2107397	10/21/1997
USA	006778	1854746	09/20/1994
USA	003194	1559133	10/03/1989
JSA	003193	1559132	10/03/1989
JSA	007231	1943872	12/26/1995
JSA	000439	504173	11/23/1948
JSA	005286	1544632	06/20/1989
JSA	006397	1801611	10/26/1993
JSA	000447	375087	02/06/1940
JSA	000481	525953	06/06/1950
ISA	003550	1254914	10/18/1983
ISA	008696	1057792	02/01/1977
ISA	001863	1026881	12/09/1975
ISA	006973	1816970	01/18/1994
SA	009252	2102440	10/07/1997
SA	004018	1208711	09/14/1982
SA	006974	1820014	02/08/1994
SA	008695	1053000	11/16/1976
SA	006500	1776648	06/15/1993
SA	005145	1570491	12/05/1989
SA	002137	1100886	08/29/1978

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12

SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
JSA	005577	1602541	06/19/1990
JSA	003256	1230028	03/08/1983
JSA	008224	2144731	03/17/1998
JSA	007129	1974262	05/14/1996
JSA	006796	1918905	09/12/1995
JSA	002578	1301900	10/23/1984
JSA	002449	1164756	08/11/1981
JSA	008722	1947646	01/09/1996
JSA	007296	1958052	02/20/1996
ISA	008724	2034393	01/28/1997
ISA	005762	1695421	06/16/1992
ISA	007784	2124507	12/23/1997
SA	005504	1569986	12/05/1989
SA	006698	1855293	09/20/1994
SA	002215	1101600	09/05/1978
SA	007193	1963306	03/19/1996
SA	007394	2058217	04/29/1997
SA	007885	1590980	04/10/1990
SA	006146	1744111	12/29/1992
SA	005746	1712741	09/01/1992
SA	005680	1712742	09/01/1992

REEL: 1737 FRAME: 0814

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006501	1774332	06/01/1993
USA	000528	523335	04/04/1950
JSA	006143	1777306	06/15/1993
JSA	007311	2034403	01/28/1997
JSA	006478	1820708	02/08/1994
JSA	000517	799067	11/23/1965
JSA	002709	1118869	05/22/1979
JSA	002976	1575215	01/02/1990
JSA	000525	706269	10/25/1960
ISA	006025	1732141	11/10/1992
ISA	005924	1810916	12/14/1993
ISA	006608	1829909	04/05/1994
ISA	006941	1959638	03/05/1996
SA	004495	1445345	06/30/1987
SA	008688	746868	03/19/1963
SA	000527	507626	03/15/1949
SA	000523	695596	04/05/1960
SA	001309	1151136	04/14/1981
SA	000520	695594	04/05/1960
SA	000522	695595	04/05/1960
SA	000521	695597	04/05/1960

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005760	1716038	09/15/1992
USA	007855	2118011	12/02/1997
JSA	006777	1854744	09/20/1994
JSA	004959	1479200	03/01/1988
JSA	005148	1559067	10/03/1989
JSA	000518	695593	04/05/1960
JSA	006071	1775957	06/08/1993
JSA	006776	1900781	06/20/1995
ISA	000516	691610	01/19/1960
ISA	003252	1163887	08/04/1981
ISA	002353	1173451	10/13/1981
SA	008718	1870686	12/27/1994
SA	007052	1922241	09/26/1995
SA	004073	1809360	12/07/1993
SA	006782	1851590	08/30/1994
SA	006781	1854747	09/20/1994
SA	006510	1810917	12/14/1993
SA	004494	1465621	11/17/1987
SA	006964	2037441	02/11/1997
SA	003017	1360830	09/17/1985
SA	007349	2027806	12/31/1996

REEL: 1737 FRAME: 0816

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	006070	1779747	06/29/1993
JSA	008712	1751968	02/09/1993
JSA	003291	1141394	11/11/1980
JSA	000598	862337	12/24/1968
JSA	004978	1513711	11/22/1988
JSA	006184	1782173	07/13/1993
JSA	006841	1919931	09/19/1995
JSA	004453	1549247	07/25/1989
ISA	007295	1966764	04/09/1996
ISA	006943	1931064	10/31/1995
ISA	001351	1164743	08/11/1981
SA	001496	1115720	03/27/1979
SA	006502	1792746	09/14/1993
SA	005707	1504121	09/13/1988
SA	006503	1774331	06/01/1993
SA	007384	2026051	12/24/1996
SA	005061	1483684	04/05/1988
SA	004708	1437438	04/21/1987
SA	005850	1721135	09/29/1992
SA	006050	1771596	05/18/1993
SA	006053	1765326	04/13/1993

REEL: 1737 FRAME: 0817

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
USA	005180	1496890	07/19/1988
USA	004466	1446627	07/07/1987
JSA	007736	2079297	07/15/1997
JSA	006034	1813019	12/21/1993
JSA	003888	1233762	04/05/1983
JSA	003468	1161128	07/14/1981
JSA	006363	1777322	06/15/1993
JSA	005884	1650863	07/16/1991
JSA	006225	1772481	05/18/1993
ISA	006516	1841926	06/28/1994
ISA	005997	1706972	08/11/1992
ISA	006160	1706974	08/11/1992
ISA	006504	1774333	06/01/1993
SA	007370	2038952	02/18/1997
SA	003455	1182302	12/15/1981
SA	000685	56737	10/16/1930
SA	000689	64046	07/23/1930
SA	000688	63796	07/09/1930
SA	005979	1747214	01/19/1993
SA	002369	1112317	01/30/1979
SA	002478	1114031	02/27/1979

REEL: 1737 FRAME: 0818

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SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
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JSA	002712	1111341	01/16/1979
JSA	002716	1127936	12/18/1979
JSA	003035	1124518	08/28/1979
JSA	003034	1111273	01/16/1979
JSA	003039	1111226	01/16/1979
ISA	003042	1146601	02/03/1981
ISA	003038	1123994	08/14/1979
ISA	003040	1111144	01/16/1979
ISA	003037	1124064	08/14/1979
ISA	002714	1123995	08/14/1979
SA	002715	1124100	08/14/1979
SA	003016	1170489	09/22/1981
SA	003043	1111283	01/16/1979
SA	003036	1141836	11/25/1980
SA	003066	1140736	10/21/1980
SA	003866	1214167	10/26/1982
SA	000682	524419	04/25/1950
SA	000690	525022	05/09/1950
SA	006937	2154082	04/28/1998
SA	006936	2023726	12/17/1996
SA	006939	2078615	07/16/1997

REEL: 1737 FRAME: 0819

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SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
JSA	006387	1856249	09/27/1994
JSA	006596	2030481	01/14/1997
JSA	006912	1920897	09/19/1995
JSA	006924	1880728	02/28/1995
JSA	006982	1951892	01/23/1996
JSA	006849	1964585	03/26/1996
JSA	006979	1884803	03/21/1995
SA	006934	2026277	12/31/1996
SA	007563	2015904	11/12/1996
SA	002549	1215979	11/09/1982
SA	006389	1733311	11/17/1992
SA	003832	1181337	12/08/1981
SA	003834	1181116	12/08/1981
SA	003830	1188800	02/02/1982
SA	003831	1224899	01/25/1983
SA	003588	1192209	03/16/1982
SA	004097	1383153	02/18/1986
SA	003589	1219255	12/07/1982
SA	007679	2116846	11/25/1997
SA	003597	1168503	09/08/1981
A	007580	2075799	07/01/1997

REEL: 1737 FRAME: 0820

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SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
JSA	000944	63798	07/09/1930
JSA	000701	525021	05/09/1950
JSA	007367	2085868	08/05/1997
JSA	002352	1114511	03/06/1979
JSA	008719	1927899	10/17/1995
JSA	008720	1927900	10/17/1995
JSA	008685	746196	03/05/1963
JSA	003889	1386909	03/18/1986
SA	006043	1810112	12/07/1993
SA	006530	1933468	11/07/1995
SA	003910	1201304	07/13/1982
SA	007894	2000345	09/10/1996
SA	007886	1136884	06/10/1980
SA	007887	1690827	06/02/1992
SA	007888	1798788	10/12/1993
SA	007889	1890592	04/18/1995
SA	007891	1890591	04/18/1995
SA	007892	1890593	04/18/1995
SA	007893	1896982	05/30/1995
SA	006087	1953938	02/06/1996
SA	006459	1841924	06/28/1994

REEL: 1737 FRAME: 0821

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SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
JSA	003892	1362151	09/24/1985
JSA	007237	1963307	03/19/1996
JSA	007895	1102189	09/12/1978
JSA	007896	1105166	10/31/1978
JSA	007708	2077611	07/08/1997
JSA	008700	1280836	06/05/1984
JSA	008708	1710803	08/25/1992
JSA	006961	1888617	04/11/1995
JSA	002267	1077984	11/22/1977
JSA	002062	1047329	08/31/1976
SA	004020	1461114	10/13/1987
SA	002740	1363575	10/01/1985
SA	008715	1847416	07/26/1994
SA	008694	1020613	09/16/1975
SA	002077	1116434	04/10/1979
SA	008723	1975347	05/21/1996
SA	006517	1840658	06/21/1994
SA	006807	1947786	01/09/1996
SA	007897	1328891	04/02/1985
SA	006074	1679513	03/17/1992
SA	007676	2045869	03/18/1997

REEL: 1737 FRAME: 0822

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SPALDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
USA	007508	2083382	07/29/1997
USA	007509	2024175	12/17/1996
USA	007155	1956548	02/13/1996
USA	007346	1956549	02/13/1996
USA	007347	1956546	02/13/1996
USA	005998	1743985	12/29/1992
USA	007407	2043445	03/11/1997
USA	004598	1457600	09/15/1987
USA	004599	1452681	08/11/1987
SA	007497	2143147	03/10/1998
SA	006392	1774785	06/01/1993
SA	004635	1437442	04/21/1987
SA	006546	1810293	12/07/1993
SA	006308	1826404	03/15/1994
SA	006307	1751389	02/09/1993
SA	006313	1852476	09/06/1994
SA	006314	1761444	03/30/1993
SA	005705	1365716	10/15/1985
SA	006006	1708408	08/18/1992
SA	006476	1776651	06/15/1993
SA	006717	1891760	04/25/1995

REEL: 1737 FRAME: 0823

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PENDING U.S. REGISTERED TRADEMARKS

Entry	Docket No.	Curr Reg No	Curr Reg D
ISA	007241	2003589	09/24/1996
ISA	007317	2013205	11/05/1996
ISA	005704	1365715	10/15/1985
ISA	006004	1708410	08/18/1992
ISA	005706	1365717	10/15/1985
ISA	006005	1708409	08/18/1992
ISA	006126	1736772	12/01/1992
ISA	007462	2013832	11/05/1996
SA	005485	1773068	05/25/1993
SA	006760	63887	06/19/1981
SA	003348	1242197	06/14/1983
SA	005562	1604831	07/03/1990
SA	006482	1907878	07/25/1995
SA	006498	1841927	06/28/1994
SA	000769	505779	01/19/1949
SA	006978	2082753	07/29/1997
SA	003939	1598772	05/29/1990
SA	006915	1910241	08/08/1995
SA	002165	1059421	02/15/1977
SA	007581	2151493	04/21/1998
SA	006452	1893674	05/09/1995

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 SPALDING U.S. REGISTERED TRADEMARKS

Entry	Docket No.	Curr Reg No	Curr Reg D
JSA	005076	1516523	12/13/1988
JSA	007757	2110566	11/04/1997
JSA	003347	1483678	04/05/1988
JSA	006913	1841934	06/28/1994
JSA	007109	1973319	05/07/1996
JSA	007436	2098070	09/16/1997
JSA	006490	1823835	02/22/1994
JSA	005861	1678669	03/10/1992
JSA	004415	1395892	06/03/1986
JSA	007348	2004042	10/01/1996
JSA	006460	1841925	06/28/1994
JSA	007583	2038943	02/18/1997
JSA	006002	1768142	04/27/1993
JSA	007420	2080640	07/22/1997
JSA	003330	1161260	12/08/1961
JSA	005277	1575230	01/02/1990
JSA	006697	1920999	09/19/1995
JSA	004518	1482504	03/09/1988
JSA	001753	1183978	12/29/1981
JSA	007128	2059701	05/06/1997
JSA	006073	1765989	04/20/1993

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PENDING U.S. REGISTERED TRADEMARKS

Entry	Docket No.	Curr Reg No	Curr Reg D
JSA	006137	1756179	03/02/1993
JSA	006173	1918109	09/12/1995
JSA	006172	1918110	09/12/1995
JSA	006158	1771597	05/18/1993
JSA	005805	1778534	06/22/1993
JSA	006095	1751966	02/09/1993
JSA	006128	1869753	12/27/1994
JSA	000771	691209	01/12/1960
JSA	000783	508504	04/12/1949
JSA	002750	1129351	01/15/1980
JSA	000782	700892	07/12/1960
JSA	006324	1757662	03/09/1993
JSA	005999	1753316	02/16/1993
JSA	004707	1437440	04/21/1987
JSA	006772	1926972	10/17/1995
JSA	006884	1926971	10/17/1995
JSA	006885	1926970	10/17/1995
JSA	006319	1806226	11/23/1993
JSA	006518	1847780	08/02/1994
JSA	006732	1836929	05/17/1994
JSA	006826	1937905	11/28/1995

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PENDING U.S. REGISTERED TRADEMARKS

Country	Docket No.	Curr Reg No	Curr Reg D
USA	002169	1115366	03/20/1979
USA	008697	1183111	12/22/1981
USA	006195	1744662	01/05/1993
USA	008711	1746451	06/12/1993
USA	005607	1602560	06/19/1990
USA	005696	1170406	09/22/1981
USA	003631	1183977	12/29/1981
USA	002155	1054783	12/21/1976
USA	006774	1895188	05/23/1995
USA	006944	1984610	07/02/1996
USA	006598	1833930	05/03/1994
USA	007406	2010269	10/22/1996
USA	006506	1776649	06/15/1993
USA	006505	1774330	06/01/1993
USA	006507	1776647	06/15/1993
USA	006508	1774329	06/01/1993
USA	006689	1872099	01/03/1995
USA	007531	2045135	03/11/1997
USA	003586	1179365	11/24/1981
USA	007130	2032599	01/21/1997
USA	005437	1614004	09/18/1990

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SPALDING U.S. REGISTERED TRADEMARKS

Ctry	Docket No.	Curr Reg No	Curr Reg D
JSA	000855	506690	02/15/1949
JSA	007899	1352939	08/06/1985
JSA	006817	2081846	07/22/1997
JSA	006926	2084254	07/29/1997
JSA	006925	2000238	09/10/1996
JSA	007528	2038948	02/18/1997
JSA	004510	1449888	07/28/1987
JSA	006453	1889358	04/11/1995
ISA	007399	2049843	04/01/1997
ISA	008709	1742379	12/22/1992

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	007408		346295 08/25/1997
USA	007579		033418 12/18/1995
USA	007492		033403 12/18/1995
USA	007842		346305 08/25/1997
USA	007368		710482 08/03/1995
USA	007689		285251 05/02/1997
USA	007900		346282 08/25/1997
USA	008251		346281 08/25/1997
USA	008198		346301 08/25/1997
USA	007589		033419 12/18/1995
USA	007573		034048 12/18/1995
USA	007974		346398 08/25/1997
USA	008311		346297 08/25/1997
USA	007954		213040 12/13/1996
JSA	008671		434931 02/17/1998
JSA	008672		434928 02/17/1998
JSA	008312		346298 08/25/1997
JSA	008320		346299 08/25/1997
JSA	007854		285270 05/15/1997
JSA	007524		033444 12/18/1995
JSA	008624		435206 02/17/1998

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	007745	213044	12/13/1996
USA	008313	346291	08/25/1997
USA	008488	470883	04/20/1998
USA	007598	085438	03/29/1996
USA	007599	085439	03/29/1996
USA	008200	346288	08/25/1997
USA	007753	213039	12/13/1996
USA	007872	100919	05/08/1996
USA	007873	100918	05/08/1996
USA	007698	285256	05/02/1997
USA	008172	285255	05/15/1997
USA	008173	285271	05/15/1997
USA	007902	346280	08/25/1997
USA	007423	703442	07/18/1995
JSA	007422	703441	07/18/1995
JSA	008502	435208	02/17/1998
JSA	008498	435207	02/17/1998
JSA	007194	603411	11/28/1994
JSA	007836	213048	12/13/1996
JSA	008487	470882	04/20/1998
JSA	008229	434929	02/17/1998

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Cur App No	Cur App Dt
USA	008608	434925	02/17/1998
USA	008202	346308	08/25/1997
USA	007703	470770	04/20/1998
USA	007000	595111	11/04/1994
USA	008529	434927	02/17/1998
USA	008600	434930	02/17/1998
USA	007786	152862	08/19/1996
USA	008205	285269	05/15/1997
USA	007306	665425	04/24/1995
USA	007780	152856	08/19/1996
USA	007716	080950	03/29/1996
USA	007699	285254	05/15/1997
USA	008482	434985	02/17/1998
USA	008254	346296	08/25/1997
USA	007530	213049	12/13/1996
JSA	007819	152861	08/19/1996
JSA	007847	285274	05/15/1997
JSA	008681	165271	09/13/1996
JSA	008236	285513	05/02/1997
JSA	008236	285513	05/02/1997
JSA	007575	033409	12/18/1995

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SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Curr App Dt
USA	008494	346284	08/25/1997
USA	007969	434935	02/17/1998
USA	006750	375862	04/06/1993
USA	007767	152859	08/19/1996
USA	007525	033415	12/18/1995
USA	008682	225183	01/14/1997
USA	008309	346287	08/25/1997
USA	007593	033422	12/18/1995
USA	007744	152868	08/19/1996
USA	007352	470888	04/20/1998
USA	008489	470889	04/20/1998
USA	007182	553164	07/25/1994
USA	008204	346309	08/25/1997
USA	007372	080155	03/28/1996
USA	007601	081081	03/29/1996
USA	007596	081087	03/29/1996
USA	007597	081088	03/29/1996
JSA	007710	053717	02/05/1996
JSA	007684	053855	02/05/1996
JSA	006933	053856	02/05/1996
JSA	007712	081071	03/29/1996

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 3 N FRAME: 0832

5
SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Cur App No	Cur App Dt
USA	007905	213041	12/13/1996
USA	008509	346285	08/25/1997
USA	006935	665410	04/24/1995
USA	008630	297100	05/23/1997
USA	008431	435205	02/17/1998
USA	008225	346300	08/25/1997
USA	007870	346318	08/25/1997
USA	008318	346292	08/25/1997
USA	007682	046887	01/22/1996
USA	008243	346307	08/25/1997
USA	007981	346289	08/25/1997
USA	007718	080956	03/29/1996
USA	008435	346294	08/25/1997
USA	008477	346279	08/25/1997
USA	007717	080957	03/29/1996
USA	008476	346306	08/25/1997
USA	008319	346293	08/25/1997
JSA	008490	470760	04/20/1998
JSA	008491	470891	04/20/1998
JSA	007781	152857	08/19/1996
JSA	008607	434934	02/17/1998

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6
SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008245	434933	02/17/1998
USA	008241	470884	04/20/1998
USA	008493	470885	04/20/1998
USA	007609	053720	02/05/1996
USA	007608	053722	02/05/1996
USA	007686	081086	03/29/1996
USA	008242	470886	04/20/1998
USA	008213	285266	05/15/1997
USA	007351	080154	03/28/1996
USA	008503	434976	02/17/1998
USA	007685	053718	02/05/1996
USA	007820	152871	08/19/1996
USA	008196	346399	08/25/1997
USA	007376	703437	07/18/1995
USA	007389	703434	07/18/1995
USA	007416	703432	07/18/1995
JSA	007377	703436	07/18/1995
JSA	007582	152875	08/19/1996
JSA	007235	599342	11/14/1994
JSA	007798	136874	07/18/1996
JSA	007901	434977	02/17/1998

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7
SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Curr App No	Cur App Dt
USA	008468	346286	08/25/1997
USA	006968	513504	04/18/1994
USA	006956	665418	04/24/1995
USA	008478	434932	02/17/1998
USA	004280	327074	11/02/1992
USA	006919	470684	12/20/1993
USA	008683	581460	10/03/1994
USA	006920	470685	12/20/1993
USA	007034	513514	04/18/1994
USA	006980	470686	12/20/1993
USA	007737	285520	05/15/1997
USA	006970	470687	12/20/1993
USA	006971	470688	12/20/1993
USA	007973	285273	05/15/1997
USA	008203	346310	08/25/1997
USA	008746	470759	04/20/1998
USA	007365	470325	04/20/1998
USA	007726	285253	05/15/1997
USA	007843	285519	05/15/1997
USA	008253	346290	08/25/1997
USA	008481	434984	02/17/1998

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8
SPALDING U.S. TRADEMARK APPLICATIONS

Ctry	Docket No.	Cur App No	Cur App Dt
USA	008432	346304	08/25/1997
USA	008433	346303	08/25/1997
USA	008317	346302	08/25/1997
USA	007849	213045	12/13/1996
USA	007778	152858	08/19/1996
USA	008530	434926	02/17/1998
USA	007721	213046	12/13/1996
USA	007971	285518	05/15/1997

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 30, 1998, among EVENFLO & SPALDING HOLDINGS CORPORATION, a Delaware corporation (“Holdings”), SPALDING & EVENFLO COMPANIES, INC., a Delaware corporation (the “Borrower”), the undersigned Subsidiaries of the Borrower (each a “Subsidiary Grantor” and collectively, the “Subsidiary Grantors”; Holdings, the Borrower and the Subsidiary Grantors, collectively, the “Grantors”) and BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION (“BoFA”), as administrative agent (in such capacity, the “Administrative Agent”) for the lenders (the “Lenders”) from time to time parties to the Liquidity Facility dated as of March 30, 1998 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Liquidity Facility”), among the Borrower, the Lenders, Merrill Lynch Capital Corporation, as documentation agent (in such capacity, the “Documentation Agent”) for the Lenders, NationsBank N.A. South, as syndication agent (in such capacity, the “Syndication Agent”) and the Administrative Agent.

WITNESSETH

WHEREAS, pursuant to the Liquidity Facility, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, (a) Holdings owns 100% of the capital stock of the Borrower, (b) each Subsidiary Grantor is a Subsidiary of the Borrower and (c) Holdings and each Subsidiary Grantor has, pursuant to the Guaranty, guaranteed to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, endorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, the proceeds of the Loans will be used in part to enable the Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, Holdings, the Borrower and the Subsidiary Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the Loans; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Liquidity Facility that Holdings, the Borrower and the Subsidiary Grantors shall have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties (as defined below) to enter into the Liquidity Facility and to induce the Lenders to make their respective Loans, each of the Grantors hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. *Defined Terms.*

1.1 *Definitions.* (a) Unless otherwise defined herein, terms defined in the Liquidity Facility and used herein shall have the meanings given in the Liquidity Facility, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper, Farm Products, Instruments and Investment property.

(b) The following terms shall have the following meanings:

"Accounts": with respect to each Grantor, any and all right, title and interest of such Grantor to payment for goods and services sold or leased, including any such right evidenced by Chattel Paper, whether due or to become due, whether or not it has been earned or performed, and whether now or hereafter acquired or arising in the future, including, without limitation, accounts receivable from Affiliates of such person, except to the extent that the grant of a security interest in Accounts owed by Affiliates not incorporated or otherwise organized in the United States of America would result in material adverse tax or legal consequences to such Grantor.

"Accounts Receivable": with respect to each Grantor, all right, title and interest of such Grantor to Accounts and all of its right, title and interest in any returned goods, together with all rights, titles, securities and guaranties with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary in each case whether due or become due, whether now or hereafter arising in the future.

"Agreement": this Security Agreement, as the same may be amended, amended and restated, modified or otherwise supplemented from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 2.1 of this Agreement.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 5.3 or Section 7.2.

"Computer Hardware and Software Collateral" means with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter

acquired by each Grantor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Contracts": with respect to each Grantor, all rights of such Grantor under contracts and agreements to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of such Grantor to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited without the consent of any other person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other persons.

"Copyright Collateral" means with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all copyrights (including copyrights for semi-conductor chip product mask works) of each Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of each Grantor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights and mask works referred to in Item A of Schedule IV attached hereto, and all applications for registration thereof (including pending applications), including the copyright and mask works registrations and applications referred to in Item A of Schedule IV attached hereto, if any, and all copyrights resulting from such applications;

(b) all extensions and renewals of any of the items described in clause (a);

(c) all copyright and mask works licenses and other agreements providing each Grantor with the right to use any of the items of the type referred to in clauses (a) and (b), including each copyright license referred to in Item B of Schedule IV attached hereto, if any;

(d) the right to sue third parties for past, present and future infringements of any of the Copyright Collateral referred to in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits and all rights corresponding thereto throughout the world.

“*Deposit Accounts*” means any and all demand, time, savings, passbook or other accounts with a bank or other financial institution.

“*Documents*”: with respect to each Grantor, all Instruments, files, records, ledger sheets and documents covering or relating to any of the Accounts, Equipment, General Intangibles, Intellectual Property, Inventory or Proceeds.

“*Equipment*”: with respect to each Grantor, all equipment, furniture and furnishings, tools, accessories, parts and supplies of every kind and description, wherever located, now or hereafter existing, and all improvements, accessions or appurtenances thereto, including Fixtures, and all other tangible personal property whether or not similar to any of the foregoing items which are now or hereafter acquired by such Grantor.

“*Fixtures*”: with respect to each Grantor, all items that would otherwise constitute items of Collateral, whether now owned or hereafter acquired, that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto to the extent that a security interest therein may be perfected by filing a financing statement in the applicable jurisdiction set forth on Schedule I hereto.

“*General Intangibles*”: with respect to each Grantor, as defined in the Uniform Commercial Code in effect in the State of New York on the date hereof to the extent, in the case of any General Intangibles arising under any contract or agreement, that the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited without the consent of any other person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other persons (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents), provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Account or General Intangible or any money or other amounts due or to become due under any such contract or agreement to the extent provided in Section 9-318 of the Code as in effect on the date hereof, and provided, further, that “General Intangibles” shall not include any of the items within Section 2.1(h) herein and any General Intangibles owed by Affiliates not incorporated or otherwise organized in the United States of America to the extent that the grant of a security interest in such General Intangibles would result in material adverse tax or legal consequences to such Grantor.

“*Indemnitee*”: the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"Intellectual Property Collateral" means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Inventory": with respect to each Grantor, all right, title and interest of such Grantor in and to goods intended for sale or lease by such person, or consumed in such person's business (including, without limitation, all operating parts and supplies), together with all raw materials and finished goods, whether now owned or hereafter acquired or arising.

"Junior Security Agreement": means the Security Agreement to be executed by the Grantors in favor of BofA, as administrative agent under, and for the ratable benefit of the administrative agent, the documentation agent, the syndication agent, the swing line lender, the fronting lender and the other lenders, in each case, parties to, the Holdings Credit Agreement.

"Material Intellectual Property Collateral": means the following Trademarks: Spalding, Top-Flite, Etonic, Evenflo, Snugli, Gerry, Dudley, Strata and Hogan.

"Obligations": the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or any Lender (including, without limitation, interest accruing at the then-applicable rate provided in the Liquidity Facility after the maturity of the Loans and interest accruing at the then-applicable rate provided in the Liquidity Facility after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, that may arise under, out of, or in connection with, the Liquidity Facility, the other Loan Documents or any other documents made, delivered or given in connection therewith, whether on account of principal, interest, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by Holdings, the Borrower or any Subsidiary Grantor pursuant to the terms of the Liquidity Facility or any other Loan Document) and all obligations of each Obligor (other than the Borrower) now or hereafter existing under this Agreement and each other Loan Document to which it is or may become a party.

"Patent Collateral" means with respect to each Grantor, its interests owned in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule V attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses and other agreements providing each Grantor with the right to use any of the items of the type referred to in clauses (a) and (b), including each patent license referred to in Item B of Schedule V attached hereto;

(d) the right to sue third parties for past, present or future infringements of any Patent Collateral described in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule V attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule V attached hereto, and all rights corresponding thereto throughout the world.

“Proceeds”: with respect to each Grantor, any consideration received from the sale, exchange or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, without limitation, (a) all cash and negotiable Instruments received or held on behalf of the Administrative Agent pursuant to Section 5.3 and (b) any claim of such Grantor against a third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) any and all amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties”: (a) the Lenders, (b) the Administrative Agent, (c) the Documentation Agent and (d) the Syndication Agent.

“Select Liens”: means Liens permitted pursuant to Section 8.1 of the Holdings Credit Agreement, incorporated by reference in Article VIII of the Liquidity Facility, other than Specified Liens and Liens permitted pursuant to Section 8.1(a) of the Holdings Credit Agreement.

“Specified Equipment” means Equipment, the aggregate book value of which does not exceed \$100,000, consisting of certain injection mold machinery.

“Specified Liens” means Liens permitted pursuant to Sections 8.1(b), (f), (h), (l), (q) and (r) of the Holdings Credit Agreement, incorporated by reference in Article VIII of the Liquidity Facility, which Liens do not as of the Closing Date, in the aggregate, secure obligations valued in excess of \$5,000,000.

“Subject IP Collateral” is defined in clause (a) of Section 3.7.

“Subsidiary”: a Subsidiary incorporated or otherwise organized in the United States of America.

"Trademark Collateral" means with respect to each Grantor, its interests owned in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a *"Trademark"*), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademarks Office, including those referred to in Item A of Schedule VI attached hereto, and all renewals thereof;

(b) all Trademark licenses and other agreements providing each Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Schedule VI attached hereto, and all renewals thereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule VI attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral" means with respect to each Grantor, its interests in the following, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person: all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by each Grantor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of each Grantor (all of the foregoing being collectively called a *"Trade Secret"*), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule VII attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

1.2 *Other Definitional Provisions.* (a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. *Security Interest.*

2.1 *Grant of Security Interest.* As collateral security for the prompt and complete payment and performance when due, whether at the stated maturity, by acceleration, upon one or more dates set for prepayment or otherwise of the Obligations (including the payment of all amounts that constitute part of the Obligations and would be owed by the Obligors to the Administrative Agent or the Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any such Obligor), each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a first priority security interest in all of the following property now owned or at any time hereafter acquired by such Grantor, subject only to Liens permitted pursuant to Section 3.3 hereof (collectively, with respect to each Grantor, the “Collateral”):

- (a) all Accounts Receivable;
- (b) all Contracts;
- (c) all Documents;
- (d) all Equipment;
- (e) all General Intangibles;
- (f) all Instruments;
- (g) all Inventory;
- (h) all Intellectual Property Collateral;
- (i) all Investment property;
- (j) all books and records pertaining to the Collateral;
- (k) all other personal property in which a security interest may be perfected by filing a financing statement in the applicable jurisdictions set forth in Schedule I hereto; and
- (l) to the extent not otherwise included, all Proceeds, products, offspring, rents, issues, profits, returns and income of any and all of the foregoing.

Notwithstanding anything contained in this Agreement or any Loan Document to the contrary, "Collateral" shall not include any property of the type specified in Sections 2.1(b), (d) (to the extent such Equipment constitutes Fixtures), (e), (f), (g) and (h) if the granting of a Lien by such Grantor hereunder would violate the terms of, or otherwise constitute a default under, any document or instrument to which any Grantor is a party (other than those documents or Instruments between or among any of the Grantors only) relating to the ownership of, or pertaining to any rights or interests held in, such property.

Such security interests are granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

2.2 *Security Interest Absolute.* All rights of the Administrative Agent and the security interests granted to the Administrative Agent hereunder, and all Obligations of the Grantors hereunder, shall be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of the Liquidity Facility, any Note or any other Loan Document,

(b) the failure of any Secured Party,

(i) to assert any claim or demand or to enforce any right or remedy against the Borrower, any other Obligor or any other Person under the provisions of the Liquidity Facility, any Note, any other Loan Document or otherwise, or

(ii) to exercise any right or remedy against any guarantor of, or collateral securing, any Obligations,

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other extension, compromise or renewal of any Obligation,

(d) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise,

(e) any amendment to, rescission, waiver, or other modification of, or any consent to or departure from, any of the terms of the Liquidity Facility, any Note or any other Loan Document,

(f) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Obligations, or

(g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Borrower, any other Obligor, any surety or any guarantor.

2.3 *Postponement of Subrogation, etc.* No Grantor will exercise any rights which it may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until the prior payment, in full and in cash, of all Obligations, the irrevocable termination of all Commitments. Any amount paid to a Grantor on account of any payment made hereunder prior to the payment in full in cash of all Obligations and the irrevocable termination of all Commitments shall be held in trust for the benefit of the Secured Parties and shall immediately be paid to the Secured Parties and credited and applied against the Obligations, whether matured or unmatured, in accordance with the terms of Section 7.3; provided, however, that if

(a) any Grantor has made payment to the Secured Parties of all or any part of the Obligations, and

(b) all Obligations have been paid in full in cash, all Commitments have been irrevocably terminated,

each Secured Party agrees that, at such Grantor's request and expense, the Secured Parties will execute and deliver to the applicable Grantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the transfer by subrogation to such Grantor of an interest in the Obligations resulting from such payment by such Grantor. In furtherance of the foregoing, for so long as any Obligations remain outstanding or Commitments remain outstanding, each Grantor shall refrain from taking any action or commencing any proceeding against the Borrower or any other Obligor (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Agreement to any Secured Party.

3. *Representations and Warranties.* Each Grantor hereby represents as follows:

3.1 *Title; No Other Liens.* Except for the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and any other Liens permitted to exist pursuant to the Liquidity Facility, if any (the "Permitted Liens"), each Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of such Collateral is on file or of record in any public office, except such as have been filed, pursuant to this Agreement, in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, or in respect of Permitted Liens.

3.2 *Authority.* Each Grantor has full power and authority to grant to the Administrative Agent the security interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

3.3 *Enforceable Obligation; Perfected, First Priority Security Interests.* This Agreement constitutes a legal, valid and binding obligation of each Grantor, enforceable against such Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except as enforceability may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and the security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified in Schedule I hereto shall constitute perfected security interests in the Collateral (other than as to the Specified Equipment) in favor

of the Administrative Agent for the ratable benefit of the Secured Parties, and (b) are prior to all other Liens on the Collateral in existence on the date hereof, except for any Specified Liens and Select Liens.

3.4 *Inventory and Equipment.* The Inventory and the Equipment owned by such Grantor are kept at the locations listed in Schedule II hereto, which shall be updated from time to time in accordance with Section 4.5 of this Agreement, or at such other locations as shall be permitted by Section 4.4.

3.5 *Chief Executive Office.* As of the Closing Date, each Grantor's chief executive office and chief place of business is located at the location under its signature set forth below.

3.6 *Intentionally Omitted.*

3.7 *Intellectual Property Collateral.* With respect to any Material Intellectual Property Collateral maintained in the United States and any other market material to the Borrower's and its Subsidiaries' businesses, each Grantor has kept such Material Intellectual Property Collateral registered with the applicable federal, state or foreign authority, as the case may be, with an appropriate notice of such registration and has taken all reasonable steps to maintain such Material Intellectual Property Collateral and any and all rights with respect thereto and has not abandoned, or permitted to become unenforceable, any Material Intellectual Property Collateral, in each case, except where the same could not reasonably be expected to have a Material Adverse Effect. No consent of any other Person is required in order for any Grantor to grant a first priority security interest in the Material Intellectual Property Collateral to the Administrative Agent pursuant to this Agreement.

4. *Covenants.* Each Grantor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until (a) the payment in full in cash of all Obligations, (b) this Agreement is terminated and the security interests created hereby are released and (c) all Commitments are terminated, such Grantor will perform, comply with and be bound by the obligations set forth in this Section:

4.1 *Delivery of Instruments and Chattel Paper.* If an Event of Default shall have occurred and be continuing and if any amount payable under or in connection with any of the Collateral owned by such Grantor shall be or become evidenced by any promissory note, other instrument or Chattel Paper, upon the request of the Administrative Agent, such promissory note, instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.2 *Maintenance of Insurance.* Each Grantor shall maintain insurance policies in accordance with the requirements of Section 7.1 of the Liquidity Facility. Within thirty (30) days of the date hereof, the Borrower shall provide the Administrative Agent with a certificate of the Secretary or Assistant Secretary of the Borrower setting forth the nature and extent of all insurance maintained by the Borrower and its Subsidiaries, which certificate shall also indicate where appropriate any such insurance policy for which the Administrative Agent is named as "loss payee" or "additional insured", in accordance with customary practice for transactions of this type, in each case, as reasonably satisfactory to the Administrative Agent and as customary for transactions of this type.

4.3 Maintenance of Perfected Security Interest; Further Documentation. (a) Each Grantor shall cause all filings and other actions listed in Schedule I to be taken. Each Grantor shall maintain the security interests created by this Agreement as first, perfected security interests subject only to Liens permitted pursuant to Section 3.3 hereof, and shall defend such security interests against all claims and demands of all persons whomsoever (other than those pursuant to Liens permitted pursuant to Section 3.3 hereof).

(b) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of a Grantor, such Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further action as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests created hereby.

4.4 Changes in Locations, Name, etc. A Grantor shall not, except (x) upon ten (10) days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of a written supplement to Schedule II showing the additional location or locations at which Inventory or Equipment shall be kept, and (y) if filings under the Code or otherwise have been made which maintain in favor of the Administrative Agent a valid, legal and perfected security interest in the Collateral subject to no Liens, other than Liens permitted pursuant to Section 3.3 hereof,

(a) permit any of the Inventory or Equipment to be kept at a location other than those listed in Schedule II hereto, except for Inventory and Equipment (i) in transit between locations described in this paragraph (a), (ii) in transit as part of a delivery to a purchaser thereof, (iii) as to Specified Equipment only, when, as part of such Grantor's ordinary course of business, such Specified Equipment is located in jurisdictions where no financing statement in favor of the Administrative Agent has been duly filed, or (iv) transferred to a Foreign Subsidiary in a transaction, in each case, as permitted by the Liquidity Facility;

(b) change the location of its chief executive office and chief place of business from that specified in Section 3.5; or

(c) change its (i) corporate name or any trade name used to identify it in its conduct of business or in the ownership of its properties, (ii) identity or (iii) corporate structure to such an extent that any financing statement filed in favor of the Administrative Agent in connection with this Agreement would become seriously misleading.

4.5 Further Identification of Collateral. Each Grantor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and, subject to Section 4.9 hereof, Deposit Accounts, and such other reports in connection with such Collateral and Deposit Accounts as the Administrative Agent may reasonably request, all in reasonable detail.

4.6 Notices. A Grantor shall advise the Administrative Agent promptly in reasonable detail, at its address set forth pursuant to Section 11.2 of the Liquidity Facility of:

(a) any Lien (other than security interests created hereby or Permitted Liens) on, any material portion of the Collateral;

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the security interests created hereby or on the aggregate value of (i) the Collateral and (ii) all other Collateral (as such term is defined in the Pledge Agreements) of Holdings, the Borrower and its Subsidiaries taken as a whole; and

(c) the changing of the location of any Deposit Account and the creation of a new, and the closing of a theretofore existing, Deposit Account.

4.7 Administrative Agent's Liabilities and Expenses; Indemnification.

(a) Notwithstanding anything to the contrary provided herein, the Administrative Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse) whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. All of such liabilities shall, as between the Administrative Agent and the Grantors, be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Administrative Agent and to indemnify the Administrative Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral in each case to the extent the Borrower is required to do so pursuant to Section 10.7 of the Liquidity Facility.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the Pledge Agreements. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in cash in full of the principal and interest under the Liquidity Facility and the termination of the Commitments or this Agreement.

4.8 Use and Disposition of Collateral. A Grantor shall not (a) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in such Collateral (other than (i) pursuant hereto, (ii) any Permitted Liens or (iii) pursuant to the Junior Security Agreement) or (b) make or permit to be made any transfer of such Collateral, and shall remain at all times in possession thereof other than transfers to the Administrative Agent pursuant to the provisions hereof; notwithstanding the foregoing, such Grantor may use and dispose of such Collateral in any lawful manner not in violation of the provisions of this Agreement, the Liquidity Facility or any other Loan Document, unless the Administrative Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify such Grantor not to sell, convey, lease, assign, transfer or otherwise dispose of any such Collateral other than Inventory in the ordinary course of business and other than any other transfers between the Grantors.

4.9 Deposit Accounts. Within thirty (30) days of the date hereof, the Borrower shall provide the Administrative Agent with a schedule (which schedule shall (x) be delivered to the Administrative Agent for safekeeping purposes only, and (y) not be delivered to the Lenders except upon their written request therefor in connection with the exercise of rights and remedies pursuant to this Agreement), substantially in the form of Schedule VIII hereto, which schedule shall identify all Deposit Accounts owned by the Grantors and the financial institutions and the locations where such Deposit Accounts are maintained, which schedule shall be updated from time to time in accordance with Sections

4.5 and 4.6 of this Agreement. Subject to, and without limiting the effect of, Section 7.2, following the occurrence and continuance of an Event of Default and at the direction of the Majority Lenders, each Grantor shall make its reasonable best efforts to maintain each of its Deposit Accounts pursuant to a deposit account agreement which is in all respects satisfactory to the Administrative Agent and which provides, among other things, that (a) until the deposit account bank shall have received written notice from the Administrative Agent pursuant to this clause, the deposit account bank will make all payments from the Deposit Account as specified by the applicable Grantor, and, after any such notice, the deposit account bank will make all payments from such Deposit Account to the Administrative Agent for credit to the Collateral Account, (b) the deposit account bank (if other than the Administrative Agent or a Lender) waives all setoff rights (other than setoff rights for reasonable and customary account service charges and fees and amounts based on items that are dishonored by the payor thereof and returned to the deposit account bank), and (c) such deposit account agreement may not be amended without the written consent of the Administrative Agent. The Administrative Agent will not give the notice referred to in the preceding clause (a) unless it has given, or is contemporaneously giving, notice pursuant to Section 7.2. In the event that a deposit account bank refuses to enter into a deposit account agreement in accordance with the above listed terms within thirty (30) days of a Grantor's request, the Administrative Agent shall have the right to direct each Grantor to transfer the assets in that deposit account to a bank which will enter into a deposit account agreement in accordance with the above listed terms.

4.10 *As to Intellectual Property Collateral.* With respect to any Material Intellectual Property Collateral maintained in the United States and any other market material to the Borrower's and its Subsidiaries' businesses, each Grantor covenants and agrees to keep such Material Intellectual Property Collateral registered with the applicable federal, state or foreign authority, as the case may be, with an appropriate notice of such registration and covenants and agrees to take all reasonable steps to maintain such Material Intellectual Property Collateral and any and all rights with respect thereto and will not abandon, or permit to become unenforceable, any Material Intellectual Property Collateral, in each case, except where the same could not reasonably be expected to have a Material Adverse Effect. If any Grantor shall own any Intellectual Property, such Grantor shall execute and deliver to the Administrative Agent any documents required to acknowledge or register or perfect the Administrative Agent's interest in any part of the Intellectual Property Collateral.

5. *Provisions Relating to Accounts.*

5.1 *Grantors Remain Liable under Accounts.* Anything herein to the contrary notwithstanding, a Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. No Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Secured Party of any payment relating to such Account pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.2 *Analysis of Accounts.* The Administrative Agent shall have the right upon the occurrence and during the continuance of an Event of Default to make test verifications of the Accounts in any manner and through any medium that it considers reasonably advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. At any time and from time to time upon the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's reasonable request and at the expense of each Grantor, each Grantor shall cause independent public accountants or others reasonably satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Administrative Agent's reasonable satisfaction the existence, amount and terms of any Accounts.

5.3 *Collections on Accounts.* (a) The Administrative Agent hereby authorizes each Grantor to collect the Accounts, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by a Grantor during the continuance of such Event of Default, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Administrative Agent, subject to withdrawal by the Administrative Agent as provided in Section 7.3, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor.

(b) At the Administrative Agent's reasonable request after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

5.4 *Representations and Warranties.* As of the Closing Date, the place where each Grantor keeps its records concerning its Accounts is at the location listed in Schedule III hereto.

5.5 *Covenants.* (a) The amount represented by each Grantor to the Secured Parties from time to time as owing by each account debtor or by all account debtors in respect of the Accounts shall at such time be in all material respects the correct amount actually owing by such account debtor or debtors thereunder.

(b) Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than in the ordinary course of such Grantor's business, in each case if the Administrative Agent has instructed such Grantor not to do so.

(c) Unless a Grantor shall deliver ten (10) days' prior written notice identifying the change of location for its books and records, such Grantor shall not remove its books and records from the location specified in Section 5.4.

6. *Provisions Relating to Contracts.*

6.1 *Grantors Remain Liable Under Contracts.* Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of such Contract. No Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Agreement or the receipt by any such Secured Party of any payment relating to such Contract pursuant hereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.2 *Communication With Contracting Parties.* Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may communicate with parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Contracts.

7. *Remedies.*

7.1 *Notice to Account Debtors and Contract Parties.* Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, a Grantor shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof during the continuance of such an Event of Default shall be made directly to the Administrative Agent.

7.2 *Proceeds to be Turned Over To Administrative Agent.* In addition to the rights of the Administrative Agent and the Secured Parties specified in Section 5.3 with respect to payments of Accounts, if an Event of Default shall occur and be continuing all Proceeds received by a Grantor consisting of cash, checks and other near-cash items shall upon the Administrative Agent's request be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, upon the Administrative Agent's request (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under Sections 9.1(f) or (g) of the Liquidity Facility, shall be deemed to constitute a request by the Administrative Agent for the purposes of this sentence) forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required) and held by the Administrative Agent in a Collateral Account maintained under the sole dominion and control of the Administrative Agent and on terms and conditions reasonably satisfactory to the Administrative Agent. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall subject to Section 7.3 continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 7.3.

7.3 *Application of Proceeds.* If an Event of Default shall have occurred and be continuing, and the Administrative Agent shall have requested that a Grantor take any action set forth in

Section 5.3(a) or 7.2 or the Administrative Agent shall have taken any action pursuant to Section 7.4, the Administrative Agent shall apply the proceeds as follows:

First, to the payment of the reasonable costs and expenses of the Administrative Agent as set forth in Sections 7.4 and 15;

Second, to the payment of all amounts of the Obligations owed to the Secured Parties in respect of Loans made by them, pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them;

Third, to the payment and discharge in full of the Obligations (other than those referred to above), pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them; and

Fourth, after payment in full of all obligations, to the applicable Grantor, or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, any Collateral then remaining.

7.4 Code Remedies. If an Event of Default shall have occurred and be continuing, the Administrative Agent, on behalf of the Secured Parties may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code (whether or not, because of the jurisdiction of the Collateral, the Code applies to the applicable Collateral). Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon a Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of (to the extent permitted by law) any right or equity of redemption in a Grantor, which right or equity is hereby, to the extent permitted by law, waived or released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses incurred therein or incidental to the care or safekeeping of any of such Collateral or reasonably relating to such Collateral or the rights of the Administrative Agent and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 7.3, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the Code, need the Administrative Agent account for the surplus, if any, to such Grantor. If any notice of a proposed sale or other disposition of such Collateral shall be required by law, such notice shall be in writing and deemed

reasonable and proper if given at least ten (10) days before such sale or other disposition. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, money or balances in accordance with this Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

7.5 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges it may acquire under Section 9-112 of the Code. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

8. Administrative Agent's Appointment as Attorney-in-Fact; Administrative Agent's Performance of Grantors' Obligations.

8.1 Powers. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, during the continuance of an Event of Default, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following upon the occurrence and during the continuance of an Event of Default:

(a) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such money due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(b) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral (other than Permitted Liens), to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof,

(c) to execute, in connection with any sale provided for in Section 7.4 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(d) (i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all money, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (v) to defend any suit, action or proceeding brought against any Grantor with respect to any Collateral; (vi) to settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; and (vii) generally, to use, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and at the expense of such Grantor, at any time, or from time to time, all acts and things which the Administrative Agent reasonably deems necessary to protect, preserve or realize upon such Collateral and the Administrative Agent's and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

8.2 Performance by Administrative Agent of Grantor's Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation to do so, may perform or comply, or otherwise cause performance or compliance, with such agreement.

8.3 Grantor's Reimbursement Obligation. The expenses of the Administrative Agent reasonably incurred in connection with actions undertaken as provided in this Section 8, together with interest thereon at a rate per annum equal to the default rate of interest set forth in Section 2.8(c) of the Liquidity Facility, from the date payment is demanded by the Administrative Agent to the date reimbursed by such Grantor, shall be payable by the Borrower to the Administrative Agent on demand.

8.4 Ratification; Power Coupled With An Interest. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

9. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. No Secured Party nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of a Grantor or any other person or to take any other action whatsoever with regard to

the Collateral or any part thereof. The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

10. *Execution of Financing Statements.* Pursuant to Section 9-402 of the Code, each Grantor authorizes the Administrative Agent to file financing statements with respect to the Collateral without the signature of such Grantor in such form and in such filing offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

11. *Authority of Administrative Agent.* Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Liquidity Facility and by such other agreements with respect thereto as may exist from time to time among them but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the other Secured Parties with full and valid authority so to act or refrain from acting.

12. *Reinstatement.* This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Secured Party upon the filing or commencement of any Insolvency Proceeding in respect of any Grantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, such Grantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

13. *Notices.* All notices, requests and demands to or upon the Secured Parties or the Grantors under this Agreement shall be given or made in accordance with Section 11.2 of the Liquidity Facility and addressed as follows:

- (a) if to any Grantor other than the Borrower, in care of the Borrower in accordance with Section 11.2 of the Liquidity Facility;
- (b) if to the Borrower, in accordance with Section 11.2 of the Liquidity Facility; and
- (c) if to any Secured Party, in accordance with Section 11.2 of the Liquidity Facility.

14. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, the

execution and delivery to the Lenders of the Loan Documents, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan, or any fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

16. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Grantor or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or any Secured Party or its properties in the courts of any jurisdiction.

(b) Each Grantor and each Secured Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

17. *Release.* (a) Unless the Grantors and the Administrative Agent otherwise agree, this Agreement and the security interest created hereunder shall terminate when all Obligations have been fully and indefeasibly paid in full in cash and when the Secured Parties have no further Commitments under the Liquidity Facility, at which time the Administrative Agent shall execute and deliver to each

Grantor, or to such person or persons as such Grantor shall reasonably designate, all at such Grantor's sole expense, all Uniform Commercial Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 17(a) shall be without recourse to or warranty by the Administrative Agent.

(b) All Collateral used, sold, transferred or otherwise disposed of, in accordance with the terms of the Liquidity Facility (including pursuant to a waiver or amendment of the terms thereof) shall be used, sold, transferred or otherwise disposed of free and clear of the Lien and the security interest created hereunder. In connection with the foregoing, (i) the Administrative Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all at such Grantor's sole expense, all Uniform Commercial Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence the release of the Lien and security interest created hereunder with respect to such Collateral and (ii) any representation, warranty or covenant contained herein relating to such Collateral shall no longer be deemed to be made with respect to such used, sold, transferred or otherwise disposed Collateral.

18. *Severability.* Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereunder shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

19. *Amendments in Writing; No Waiver; Cumulative Remedies.*

19.1 *Amendments in Writing.* None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Administrative Agent (on behalf of the Lenders or the Majority Lenders, as the case may be).

19.2 *No Waiver by Course of Conduct.* No Secured Party shall by any act (except by a written instrument pursuant to Section 19.1 hereof) or delay be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Secured Party would otherwise have on any future occasion.

20. *Remedies Cumulative.* The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

21. *Section Headings.* The section and Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

22. *Successors and Assigns.* This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Grantor and the Secured Parties and their successors and assigns, *provided* that this Agreement may not be assigned by any Grantor without the prior written consent of the Administrative Agent.

23. *Loan Document, etc.* This Agreement is a Loan Document executed pursuant to the Liquidity Facility and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Liquidity Facility.

24. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

25. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

26. *Additional Grantors.* Pursuant to the Liquidity Facility, each Subsidiary that was not in existence or not a Subsidiary on the date thereof is required to enter into this Agreement as a Grantor upon becoming a Subsidiary. Upon execution and delivery, after the date hereof, by the Administrative Agent and such Subsidiary of an instrument in the form of Annex 1, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor hereunder. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed and delivered as of the date first above written.

EVENFLO & SPALDING HOLDINGS
CORPORATION
SPALDING & EVENFLO COMPANIES,
INC.
EVENFLO COMPANY, INC.
ETONIC WORLDWIDE CORPORATION
LISCO, INC.
~~S&E FINANCE CO., INC.~~
SPALDING SPORTS CENTERS, INC.
ETONIC LISCO, INC.
LISCO FURNITURE, INC.
LISCO FEEDING, INC.
LISCO SPORTS, INC.

By: _____
Name: W. Michael Kipphut
Title: Treasurer and Vice President

S&E FINANCE CO., INC.

By:  _____
Name: Paul L. Whiting
Title: President and CEO

BANK OF AMERICA NATIONAL
TRUST & SAVINGS ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be duly executed and delivered as of the date first above written.

EVENFLO & SPALDING HOLDINGS
CORPORATION
SPALDING & EVENFLO COMPANIES,
INC.
EVENFLO COMPANY, INC.
ETONIC WORLDWIDE CORPORATION
LISCO, INC.
S&E FINANCE CO., INC.
SPALDING SPORTS CENTERS, INC.
ETONIC LISCO, INC.
LISCO FURNITURE, INC.
LISCO FEEDING, INC.
LISCO SPORTS, INC.

By: W Michael Kipphut
Name: W. Michael Kipphut
Title: Treasurer and Vice President

S&E FINANCE CO., INC.

By: _____
Name: Paul L. Whiting
Title: President and CEO

BANK OF AMERICA NATIONAL
TRUST & SAVINGS ASSOCIATION,
as Administrative Agent

By: [Signature]
Name:
Title:

Schedules:

Schedule I	Filings and Other Actions Required to Perfect Security Interests
Schedule II	Inventory and Equipment
Schedule III	Records of Accounts
Schedule IV	Copyrights and Mask Works
Schedule V	Patents
Schedule VI	Trademarks
Schedule VII	Trade Secrets
Schedule VIII	Deposit Accounts

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**SCHEDULE I
TO SECURITY AGREEMENT**

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

NAME OF GRANTOR	FILING JURISDICTION
Evenflo & Spalding Holdings Corporation	<ul style="list-style-type: none">• Florida Secretary of State• Hillsborough County, FL (Tampa)
Spalding & Evenflo Companies, Inc.	<ul style="list-style-type: none">• Florida Secretary of State• Hillsborough County, FL (Tampa)• Massachusetts Secretary of State• Hampden County, MA (Chicopee)• New York Secretary of State• Fulton County, NY (Gloversville and Johnstown)• Nevada Secretary of State• Washoe County, NV (Sparks)• Texas Secretary of State• Tarrant County, TX (Fort Worth)• Michigan Secretary of State• Berrin County, MI (Nile)• Connecticut Secretary of State• Middlesex County, CT (Clinton)

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Evenflo Company, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Alabama Secretary of State
- Walker County, AL (Jasper)
- Ohio Secretary of State
- Miami County, OH (Piqua)
- Montgomery County, OH (Vandalia)
- Shelby County, OH (Sidney)
- Georgia Secretary of State
- Cherokee County, GA (Canton)
- Wisconsin Secretary of State
- Oconto County, WI (Suring)
- Shawano County, WI (Shawano)
- Colorado Secretary of State
- Adams County, CO (Thornton)

Etonic Worldwide Corporation

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Massachusetts Secretary of State
- Hampden County, MA (Chicopee)
- Maine Secretary of State
- Sagadahoc County, ME (Richmond)

Lisco, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Connecticut Secretary of State
- Middlesex County, CT (Clinton)

S&E Finance Co., Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)

Spalding Sports Centers, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Connecticut Secretary of State
- Middlesex County, CT (Clinton)

Etonic Lisco, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Connecticut Secretary of State
- Middlesex County, CT (Clinton)

Lisco Furniture, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Connecticut Secretary of State
- Middlesex County, CT (Clinton)

Lisco Feeding, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Connecticut Secretary of State
- Middlesex County, CT (Clinton)

Lisco Sports, Inc.

- Florida Secretary of State
- Hillsborough County, FL (Tampa)
- Connecticut Secretary of State
- Middlesex County, CT (Clinton)

**SCHEDULE II
TO SECURITY AGREEMENT**

INVENTORY AND EQUIPMENT LOCATIONS

NAME OF GRANTOR	LOCATION
Evenflo & Spalding Holdings Corporation	601 South Harbour Island Boulevard Suite 200 Tampa, Florida 33602-3141
Spalding & Evenflo Companies, Inc.	425 Meadow Street P.O. Box 901 Chicopee, Massachusetts 01021-0901
	521 Meadow Street Chicopee, Massachusetts 01021
	125 Parldon Street Springfield, Massachusetts 01118
	12 Sears Way West Springfield, Massachusetts 01107
	133 Corporate Drive Johnstown, New York 12095
	178 Corporate Drive Johnstown, New York 12095
	115 Corporate Drive Johnstown, New York 12095
	31 Cressendoe Road Johnstown, New York 12095
	815 Conrad Road c/o Robert P. Molitor Nile, Michigan 49129
	968 East Gregg Street Sparks, Nevada 89431
1430 East Gregg Street Sparks, Nevada 89431	
920 Kleppe Lane Sparks, Nevada 89431	

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Evenflo Company, Inc.

695 Vista Boulevard
Suite 102
Sparks, Nevada 89431

2901 Suffolk Court East
Suite 140
Fort Worth, Texas 76133

Tom Bevill Industrial Park
3300 Industrial Drive
Jasper, Alabama 35501

4501 Highway 78E
Jasper, Alabama 35501

1801 Commerce Drive
Piqua, Ohio 45356

501 Young Street
Building C
Piqua, Ohio 45356

1900 Covington Avenue
Piqua, Ohio 45356

1 Aerovent Drive
Piqua, Ohio 45356

707 Crossroads Court
Vandalia, Ohio 45377

Campbell Avenue
Sidney, Ohio 45356

1000 Evenflo Drive
P.O. Box 709
Canton, Georgia 30144

214 Nu-Line Street
Suring, Wisconsin 54174

307 South Krueger
Suring, Wisconsin 54174

145 North Mill Street
Suring, Wisconsin 54174

13305 Hayes Road
Suring, Wisconsin 54174

924 East Main Street
Suring, Wisconsin 54174

N6362 Arbulus Lane
Shawano, Wisconsin 54186

1500 East 128th Avenue
Thornton, Colorado 80241

County Road
Richmond, Maine 04357

Clinton Crossing Outlet
Clinton, Connecticut 06413

Etonic Worldwide Corporation

Spalding Sports Centers, Inc.

**SCHEDULE III
TO SECURITY AGREEMENT**

RECORDS OF ACCOUNTS

NAME OF GRANTOR	LOCATION
Evenflo & Spalding Holdings Corporation	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
Spalding and Evenflo Companies, Inc.	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
Etonic Worldwide Corporation	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
Evenflo Company, Inc.	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
S&F Finance Co., Inc.	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
Spalding Sports Centers, Inc.	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
Lisco, Inc.	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141
Etonic Lisco, Inc.	P.O. Box 30101-Tampa, FL 33630-3101 601 South Harbor Island Blvd. Suite 200 Tampa, FL 33602-3141

Lisco Feeding, Inc.

P.O. Box 30101-Tampa, FL 33630-3101
601 South Harbor Island Blvd.
Suite 200 Tampa, FL 33602-3141

Lisco Furniture, Inc.

P.O. Box 30101-Tampa, FL 33630-3101
601 South Harbor Island Blvd.
Suite 200 Tampa, FL 33602-3141

Lisco Sports, Inc.

P.O. Box 30101-Tampa, FL 33630-3101
601 South Harbor Island Blvd.
Suite 200 Tampa, FL 33602-3141

SCHEDULE IV
TO SECURITY AGREEMENT

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
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None.

Copyright/Mask Work Pending Registration Applications

<u>Grantor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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None.

Item B. Copyright/Mask Work Licenses

<u>Grantor</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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None.

SCHEDULE VI
TO SECURITY AGREEMENT

Item A. Trademarks

See attached.

Item B. Trademark Licenses

See attached.

SCHEDULE V
TO SECURITY AGREEMENT

Item A. Patents

Intentionally omitted.

Item B. Patent Licenses

Intentionally omitted.

SCHEDULE VII
TO SECURITY AGREEMENT

Trade Secret or Know-How Licenses

<u>Grantor</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None.					

SCHEDULE VIII
TO SECURITY AGREEMENT

DOMESTIC BANK ACCOUNTS
AS OF 2/31/98

24-Apr-98
08:39 AM

BANK NAME	BANK ADDRESS	ACCT #	DIVISION NAME	PURPOSE
BANK BOSTON		16178738	DUDLEY	MASTER
BANK OF AMERICA		73-14780	EVENFLO & SP HLDGS	MASTER
BANK OF AMERICA	231 South LaSalle St Chicago, IL 60607	79-50068	EVENFLO CO INC	CONTROLLED DISB.
BANK OF AMERICA		73-18380	EVENFLO CO INC	CONCENTRATION
BANK OF AMERICA		73-61298	EVENFLO CO INC	L/C OVERDRAFT
BANK OF AMERICA		73-05184	EVENFLO CO INC	CANTON HRLY P/R
BANK OF AMERICA		02-00-94047-8	EVENFLO CO INC	PETTY CASH FUND
BANK OF CANTON	P.O. Box 649 Canton, GA 30114	02-00-96962-2	EVENFLO CO INC	SINKING FUND
BANK OF CANTON	Kettering Tower P.O. Box 1103 Dayton, OH 45401-1103	984157280	EVENFLO CO INC	PIQUA HRLY P/R
BANK ONE		984150580	EVENFLO CO INC	PIQUA SAL P/R
BANK ONE		984154880	EVENFLO CO INC	JASPER P/R
BANK ONE		19-3594-2	EVENFLO CO INC	CREDIT CARDS
FIFTH THIRD BANK	1701 W. High Street Piqua, OH 45358	411-270-9	EVENFLO CO INC	PIQUA PETTY CASH
FIFTH THIRD BANK		72573645	EVENFLO CO INC	S&A REBATE
FIRST NAT'L JASPER	P.O. Box 31, Jasper, AL 35501	21-659-4	EVENFLO CO INC	JASPER PETTY CASH
NATIONAL CITY BANK		2118782	EVENFLO CO INC	LOCKBOX
NATIONSBANK	100 Southeast 2nd Street Miami, FL 33131	3750082669	EWV LISCO	MASTER
NATIONSBANK		3750165787	LISCO SPORTS	MASTER
NATIONSBANK		3750165807	LISCO FEEDING	MASTER
BANK OF AMERICA		75-16312	LISCO FURNITURE	MASTER
BANK OF AMERICA		75-16304	LISCO, INC.	MASTER
BANK OF AMERICA		73-16550	GERRY	CONCENTRATION ACCT
BANK OF AMERICA		79-50667	GERRY WOOD	CONTROLLED DISB.
BANK OF AMERICA		79-50875	GERRY BABY	CONTROLLED DISB.
BANK ONE *	1126 17th St, Denver 80217	1126132131	GERRY	DENVER P/R
COLORADO NTL BK	950 17th Street P.O. Box 5168 Denver, CO 80217	1-943-1270-3342	GERRY WOOD	LOCKBOX
COLORADO NTL BK		1-943-1270-3110	GERRY BABY	LOCKBOX
COLORADO NTL BK		1-943-1270-3375	GERRY	MASTER ACCT
BANK OF AMERICA		7924097	SP & EV COS., INC.	L/C
BANK OF AMERICA		77-85690	SP & EV COS., INC.	BENEFITS ACCOUNT
BANK OF AMERICA		77-14785	SP & EV COS., INC.	CONCENTRATION
BANK OF AMERICA		79-50071	SP & EV COS., INC.	CONTROLLED DISB.
NATIONAL CITY BANK	1900 E. 8th Street Cleveland, OH 44114	2485435	SP & EV COS., INC.	W/C
NATIONAL CITY BANK		2857278	SP & EV COS., INC.	W/C (EVENFLO)
NATIONSBANK		3750139451	SP & EV COS., INC.	MASTER
NATIONSBANK		3750140712	SP & EV COS., INC.	P/R
BANK BOSTON	1350 Main Street Springfield, MA 01103	22297791	SPALDING	REBATE ACCT
BANK BOSTON		161314	SPALDING	P/R
BANK BOSTON		1147722	SPALDING	MASTER
BANK BOSTON		161922	SPALDING	COMMERCIAL
BANK OF AMERICA		79-50047	SPALDING	CONTROLLED DISB.
BANK OF AMERICA		78-46550	SPALDING	LOCKBOX
BANK OF AMERICA		77-86182	SPALDING	L/C OVERDRAFT
BANK OF AMERICA		613-210514	SPALDING	IMPREST
CHASE BANK	380 Madison, Ave, NY 10022	6780083112	SPALDING	PAYROLL
FULTON NAT'L BK	Box 783, Gloversville, NY 12078	2118790	SPALDING	LOCKBOX
NATIONAL CITY BANK				
BANK BOSTON		38085455	SPALDING SPRTS CTRS	MASTER
LIBERTY BANK	8 Main St, Clinton, CT 06413	417044119	SPALDING SPRTS CTRS	DEPOSITORY
BANK OF AMERICA		77-89817	SP & EV CANADA INC.	L/C OVERDRAFT
BK OF NOVA SCOTIA	44 King Street West Toronto, Ontario M5H 1H1	5791-14	SP & EV CANADA INC.	CAN \$ ACCT
BK OF NOVA SCOTIA		50165-17	SP & EV CANADA INC.	US \$ ACCT
BK OF NOVA SCOTIA		203-11	SP CAN, DIV S&E CAN	CAN \$ ACCT
BK OF NOVA SCOTIA		80103-14	SP CAN, DIV S&E CAN	US \$ ACCT
BK OF NOVA SCOTIA		14742-19	EV CO, INC.	CAN \$ ACCT
BK OF NOVA SCOTIA		50158-12	EV CO, INC.	US \$ ACCT

* All other Bank One accounts are located at the Dayton, OH address

MARTHA DONRANKS

TRADEMARK
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ANNEX 1 TO
SECURITY AGREEMENT

SUPPLEMENT NO. dated as of , to the Security Agreement dated as of March 30, 1998 (the "*Security Agreement*"), among EVENFLO & SPALDING HOLDINGS CORPORATION, a Delaware corporation ("*Holdings*"), SPALDING & EVENFLO COMPANIES, INC., a Delaware corporation (the "*Borrower*"), each of the Subsidiaries (such term and each other capitalized term used but not defined herein having the meaning given it in the Security Agreement) and BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION, as administrative agent (in such capacity, the "*Administrative Agent*") for the Secured Parties.

A. Reference is made to the Liquidity Facility, dated as of March 30, 1998 (as amended, amended and restated or otherwise modified from time to time, the "*Liquidity Facility*"), among the Borrower, the Lenders, the Administrative Agent, the Documentation Agent and the Syndication Agent.

B. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans pursuant to, and upon the terms and subject to the conditions specified in, the Liquidity Facility. Pursuant to the Liquidity Facility, each Subsidiary that was not in existence or not a Subsidiary on the date thereof is required to enter into the Security Agreement as a Grantor upon becoming a Subsidiary. Section 26 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "*New Grantor*") is a Subsidiary of Holdings and is executing this Supplement in accordance with the requirements of the Liquidity Facility to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 26 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws effecting creditors' rights generally and equitable principles of general applicability.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature, with a copy to the Borrower.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: _____

Name:

Title:

Address: _____

Fax No.: _____

Attention: _____

BANK OF AMERICA NATIONAL SAVINGS &
TRUST ASSOCIATION, as
Administrative Agent

By: _____

Name:

Title:

Address: _____

Fax No.: _____

Attention: _____