

2-26-99

RECORDATIO TRADE

02-26-1999

Tab settings



To the Honorable Commissioner of Patents and Trade

100975929

uments or copy thereof.

1. Name of conveying party(ies): SLM International, Inc. 139 Harvest Lane P.O. Box 1200 Williston, VT 19801

MLO 2-26-99

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11-19-98

2. Name and address of receiving party(ies)

Name: Caisse de depot et placement du Quebec in its capacity as Agent for the Lender

Internal Address:

Street Address: 1981 McGill College Avenue

City: Montreal State: Quebec ZIP: H3A 3C7

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

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 See Sched III

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

A. Trademark Application No.(s)

See Schedule I attached.

B. Trademark Registration No.(s)

See Schedule I attached

Additional numbers attached? Yes No

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

Name: J. Lee

Internal Address: Access Information Services, Inc.

1773 Western Avenue

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 3.41): \$ 1240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

3/01/1999 JSHBAZZ 00000014 73644425

DO NOT USE THIS SPACE

FC:481 40.00 OP Statement and signature 1200.00 OP

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.

Jackie Lee Name of Person Signing

Jackie Lee Signature

1-8-99 Date

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

20

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 1855 FRAME: 0281

TRADEMARKS AND TRADEMARK APPLICATIONS

SPORT MASKA INC.			
Trademark	Application #	Registration #	Description
AIR KNIT	73/644,425	1,552,007	Sweaters for hockey, baseball, ringuette, rugby and broomball.
ARRESTER	74/480,370	1,955,322	In-line skate brakes.
AVT	75/147,986	2,069,964	In-line skates.
Back of skate design (#5)	73/658,870	1,518,093	Ice Skates.
COBRA	74/415,188	1,902,205	In-line roller skates.
CONCORDE	74/415,179	1,890,619	In-line roller skates.
CORSAIR	74/415,178	1,873,342	In-line roller skates.
DES	75/148,937	2,069,979	In-line skates.
DRYLAND	75/069,210	2,158,141	In-line, street & roller hockey equipment & apparel.
DRYLAND & SKULL DESIGN	75/069,210	2,168,036	In-line, street & roller hockey equipment & apparel.
DYNAMIC ENERGY SYSTEM	75/148,938	2,111,944	In-line skates.
EAGLE	74/415,190	1,924,720	In-line roller skates.
ES	75/197,104	2,097,837	In-line skates.
FALCON ¹	74/415,189		In-line roller skates.

¹ Sport Maska Inc. does not intend to renew the registration of this trademark, it has been abandoned.

TRADEMARKS AND TRADEMARK APPLICATIONS (Cont'd)

SPORT MASKA INC.			
Trademark	Application #	Registration #	Description
GARA ²	1,690,343	1,690,343	Protective sports crash helmets.
Heel wedge design (#16)	74/467,943	2,029,440	Skates.
INTRUDER	74/415,186	1,899,995	In-line roller skates.
MASKA	73/183,066	1,159,225	Sports clothing, namely, shorts, pants, shirts, sweaters, socks, warm-up and practice suits.
MUSTANG	73/782,809	1,592,164	Ice skates.
NTR & Design (#24)	74/348,290	1,880,721	Roller skates and in-line skates.
ORBIT ³	73/050,420	1,056,153	Hockey skates and figure skates.
PRO-GARD	128,248	738,975	Heel protectors for skates, gauntlets, helmets and body protective equipment.
PROLITE	71/698,770	637,101	Ice skates, bicycles and hockey sticks.
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PROWLER	74/415,176	1,871,999	In-line roller skates.
REVOLVER	74/454,126	1,921,006	In-line roller skates and chassis.
ROLLERMAN	74/595,665	2,014,285	Clothing.
Rollerman & Design		2,037,755	Clothing.

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SKYHAWK	74/415,187	1,920,994	In-line roller skates.
SLM & DESIGN		1,584,533	Sporting Goods.
STARFIGHTER	74/415,184	1,873,343	In-line roller skates.
SUPRA	74/595,663	2,053,172	Hockey equipment, namely ice hockey sticks, in-line hockey sticks, street hockey sticks and their components.
TACKABERRY	75/207,841		Skating boots and skating sets comprising skates and boots.
TACKS	72/379,341	934,407	Combined skating boots and skates.
TEMPO ⁴	74/185,788	1,735,015	Protective sports crash helmets and body pads.
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YA WANNA GO	75/035,669	2,054,427	Clothing in Class 25.
ACTIVE VENTILATION TECHNOLOGY ⁵	75/147,986		In-line skates.

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HST	75/429,355		Protective Equipment.
ES & DESIGN ⁶	75/197,105		In-line skates.
KINETIC PROFILE	75/429,354		Skates.
THE HOCKEY COMPANY ⁷	75/015,219		Ice, street & roller hockey equipment, accessories & clothing.

TROSPORT ACQUISITION INC.			
Trademark	Application #	Registration #	Description
HEATON DESIGN	74/579461	2139912	Clothing & Headwear; Sports Articles & Protective Equipment; Sticks
HEATON & "H" DESIGN	74/579453	2088508	Clothing & Headwear; Sports Articles & Protective Equipment; Sticks

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⁷ Sport Maska Inc. has abandoned this application.

SCHEDULE II

Additional list of Grantors:

Sport Maska Inc.
3500 De Maisonneuve Blvd.
Suite 800
Westmount, Quebec H3Z 3C1

SLM Trademark Acquisition Canada Corporation
3500 De Maisonneuve Blvd.
Suite 800
Westmount, Quebec H3Z 3C1

Maska U.S., Inc.
139 Harvest Lane
P.O. Box 1200
Williston, Vermont 19801

SLM Trademark Acquisition Corp.
139 Harvest Lane
P.O. Box 1200
Williston, Vermont 19801

Sports Holdings Corp.
10 East 53rd Street
New York, New York 10022

SHC Hockey, Inc.
550 Hinesberg Road
South Burlington, Vermont 05403

WAP Holdings Inc.
9 Loockerman Street
Dover, Delaware 19901

Tropsport Acquisitions Inc.
1200, 55th Avenue
Lachine, Quebec H8T 3J8

SCHEDULE III

Second Priority Grantee:

General Electric Capital Corporation, as Agent for the US Lenders
201 High Ridge Road
Stamford, CT 06927

General Electric Capital Canada Inc., as Agent for the Canadian Lenders
123 Front Street
Suite 1400
Toronto, Ontario M5J 2M2

together with its successors in such capacity, the Canadian Agent and collectively with the U.S. Agent will be referred to as the "Second Priority Grantee"

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, SLM International, Inc., a Delaware corporation (the **"Company"**), and its Subsidiaries listed on Schedule I hereto (the Company and such Subsidiaries are each a **"Grantor"** and are herein referred to as the **"Grantors"**), owns, or in the case of licenses are a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 19, 1998 (as such agreement may be amended from time to time, the **"First Priority Security Agreement"**) among SLM International, Inc., Maska U.S., Inc., SHC Hockey, Inc., Sports Holdings Corp., WAP Holdings Inc., SLM Trademark Acquisition Corp., Sport Maska Inc., Tropsport Acquisitions Inc., SLM Trademark Acquisition Canada Corporation and Caisse de dépôt et placement du Québec, in its capacity as Agent for the Lenders referred to therein (in such capacity, together with its successors in such capacity, the **"First Priority Grantee"**), each Grantor has granted to the First Priority Grantee for the benefit of such Lenders a continuing security interest in or other Lien on substantially all the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the First Priority Security Agreement) of such Grantor (the **"First Priority Security Obligations"**);

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 19, 1998 (as such agreement may be amended from time to time, the **"Second Priority Security Agreement"**) among SLM International, Inc., Maska U.S., Inc., SHC Hockey, Inc., Sports Holdings Corp., WAP Holdings Inc., SLM Trademark Acquisition Corp., Sport Maska Inc., Tropsport Acquisitions Inc., SLM Trademark Acquisition Canada Corporation and General Electric Capital Corporation, in its capacity as agent for the U.S. Lenders referred to therein (in such capacity, together with its successors in such capacity, the **"U.S. Agent"**) and General Electric Capital Canada Inc., in its capacity as agent for the Canadian Lenders referred to therein (in such capacity, together with its successors in such capacity, the **"Canadian Agent"** and collectively with the U.S. Agent, the **"Second Priority Grantee"**), each Grantor has granted to the Second Priority Grantee for the benefit of such Lenders a continuing security interest in or other

Lien on substantially all the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Second Priority Security Agreement) of such Grantor (the **“Second Priority Security Obligations”**);

WHEREAS, the First Priority Grantee and the Second Priority Grantee are referred to together herein as the **“Grantees”** and individually as a **“Grantee”** and the First Priority Security Agreement and the Second Priority Security Agreement are referred to together herein as the **“Security Agreements”** and individually as a **“Security Agreement”**;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants, assigns, conveys, mortgages, pledges and transfers to (A) the First Priority Grantee, to secure the prompt and complete payment, performance and observance of the First Priority Secured Obligations of such Grantor, and (B) to the Second Priority Grantee, to secure the prompt and complete payment, performance and observance of the Second Priority Secured Obligations of such Grantor, a Lien (as defined in the Security Agreements), to and upon all of such Grantor's right, title and interest in, to and under the following property (all of the following items or types of property being herein collectively referred to as the **“Trademark Collateral”**), whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to such Grantor:

(i) each Trademark (as defined in the Security Agreements) owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark (as defined in the Security Agreements) owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, except to the extent that such Trademark Licenses would be breached by the pledge or assignment of such Grantor's rights therein, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) each Trademark License (as defined in the Security Agreements) to which each Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iv) all proceeds of and revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints each Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in such Grantee's discretion, so long as any Event of Default (as defined in the Security Agreements) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor can take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreements or the Credit Agreements referred to therein, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantees pursuant to the Security Agreements. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantees with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

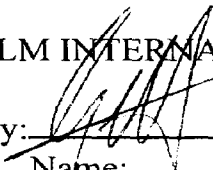
Regardless of the time or order of attachment, or the time, order, or manner of perfection, or the time or order of filing of financing statements, or any provision of applicable law, the First Priority Grantee shall have a first and prior security interest in and Lien on the Trademark Collateral and any security interest in and Lien the Second Priority Grantee shall have on the Trademark Collateral

shall be second and subordinate to the First Priority Grantee's security interest in and Lien on the Trademark Collateral.

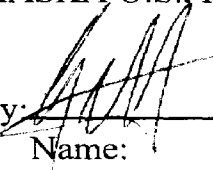
Each Grantee shall be solely responsible for perfecting and maintaining the perfection of its security interest in and to each item constituting the Trademark Collateral in which such Grantee has been granted a security interest. The provisions of this Agreement are intended solely to govern the respective lien priorities as between the Grantees and shall not impose on the Grantees any obligations in respect of the disposition of proceeds of foreclosure on any Trademark Collateral which would conflict with prior perfected claims therein in favor of any other Person. Each Grantee agrees that it will not contest the validity, perfection, priority or enforceability of the security interest of the other Grantee upon the Trademark Collateral. As between the Grantee, the terms of this Agreement shall govern even if part or all of the obligations owed to such Grantee are avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19 day of November, 1998.

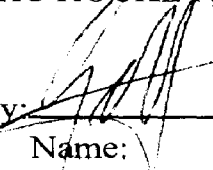
SLM INTERNATIONAL, INC.

By: 
Name:
Title:

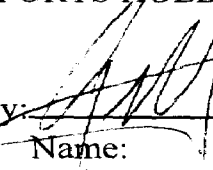
MASKA U.S., INC.

By: 
Name:
Title:

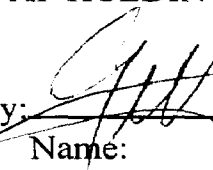
SHC HOGKEY, INC.

By: 
Name:
Title:

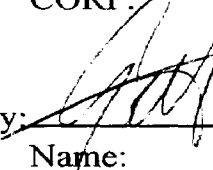
SPORTS HOLDINGS CORP.

By: 
Name:
Title:

WAP HOLDINGS INC.

By: 
Name:
Title:

SLM TRADEMARK ACQUISITION
CORP.

By: 
Name:
Title:

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By: _____
Name:
Title:

SLM TRADEMARK ACQUISITION
CORP.

By: _____
Name:
Title:

SLM TRADEMARK ACQUISITION CANADA
CORPORATION

By: Russell D. Reel TRADEMARK
Name: RUSSELL D. REEL REEL: 1855 FRAME: 0293

SPORT MASKA INC

By: _____
Name:
Title:

TROSPORT ACQUISITIONS INC.

By: _____
Name:
Title:

Acknowledged:

CAISSE DE DÉPÔT ET
PLACEMENT DU QUÉBEC,
as Agent for the Lenders

By: _____
Name:
Title:

GENERAL ELECTRIC
CAPITAL CANADA INC.,
as Canadian Agent

By: _____
Name:
Title:

GENERAL ELECTRIC
CAPITAL CORPORATION,
as U.S. Agent

By: _____
Name:
Title:

SPORT MASKA INC.

By: _____

Name:

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Name:

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Title:

GENERAL ELECTRIC
CAPITAL CANADA INC.,
as Canadian Agent

By:  _____

Name: Christopher Cox

Title: Duly Authorized Signatory

GENERAL ELECTRIC
CAPITAL CORPORATION,
as U.S. Agent

By:  _____

Name: Christopher Cox

Title: Duly Authorized Signatory

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