



101292524

Tab settings

To the Honorable Commissioner of I

attached original documents or copy thereof.

1. Name of conveying party(ies): Bolle America, Inc.

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

3. Nature of conveyance:

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

February 8, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

Internal Address:

Street Address : 311 South Wacker Drive, Ste 2725

City: Chicago State: IL Zip: 60606

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

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) 75/541158

B. Trademark Registration -See the Attached-

Additional numbers attached? Yes

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

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

32

7. Total fee (37 CFR 3.41) \$ 815.00

- Enclosed, Authorized to be charged to deposit

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.

Rebecca L. Foley Name of Person

Signature

2/10/00

Date

Total number of pages including cover sheet, attachments, and

14

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

SCHEDULE I

Trademark Registrations, Applications and Licenses

Registered Trademarks (Federal)

<u>Trademark</u>	<u>Registration No.</u>	<u>Goods</u>	<u>Registration Date</u>
CARBO GLAS	0913144	Lenses	06/08/71
BOLLÉ	1093117	Eyeglasses, sunglasses, goggles, eye shields	06/13/78
BOLLÉ	1323357	Ski clothing, jackets and shoes	03/05/85
MAURICE BOLLÉ	1480563	Sunglasses, sport glasses, goggles, frames, lenses	03/15/88
PUT 'EM ON YOUR FACE	1485106	Sunglasses, sport glasses, goggles, frames, lenses	04/19/88
BOLLÉ PC	1491987	Sunglasses, sport glasses, goggles, frames, lenses	06/14/88
CHRONOSHIELD	1501166	Sunglasses, goggles, frames, lenses	08/23/88
PUT'EM ON YOUR FACE	1504060	Shirts, hats, caps, visors, ski masks	09/13/88
ACRYLEX	1504694	Sunglasses, frames, lenses	09/20/88
BF	1512392	Sunglasses	11/15/88
CONTOUR	1545222	Sunglasses, frames, lenses	06/27/89
MICROEDGE	1633050	Sunglasses, frames, lenses	01/29/91
AQUASHIELD	1664574	Sunglasses, frames, lenses, sport goggles	11/12/91
AVANTEDGE	1699667	Sport goggles, frames, lenses	07/07/92
ALIEN	1709393	Sport goggles, frames, lenses	08/18/92

Schedules to Trademark Security Agreement:
Bollé America, Inc.

SPEED READ

75/541158

Sunglasses, frames, lenses

ITU Applications

TRADEMARK SECURITY AGREEMENT

WHEREAS, Bollé America, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Worldwide Sports & Recreation, Inc., a Delaware corporation, as Borrower, has entered into an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a wholly owned subsidiary of Bollé Inc., a Delaware corporation, which is a wholly owned subsidiary of Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, Voit Corporation, a New York corporation ("Voit"), and Voit Sports, Inc., a New York corporation ("Voit Sports"), have entered into a Guaranty (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty") dated as of August 5, 1999, in favor of Agent; and

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement and to make the Loans under the Credit Agreement, Grantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of Borrower pursuant to that certain Joinder to Guaranty of even date herewith by Grantor in favor of Agent and to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Obligations; and

WHEREAS, Voit and Voit Sports have entered into a Security Agreement (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement") dated as of August 5, 1999, with Agent (in such capacity, "Grantee"); and

WHEREAS, pursuant to the terms of the Joinder to Security Agreement of even date herewith, Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 8th day of February, 2000.

BOLLÉ AMERICA, INC., a Delaware corporation

By: *[Signature]*
Name: B. Joseph Messner
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: Director

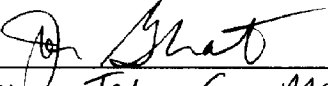
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 8th day of February, 2000.

BOLLÉ AMERICA, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: John G. Marti
Title: Man. Director

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On the 8th day of February, 2000, before me personally appeared B. Joseph Messner, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of Bolle, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Rebecca L. Foley
Notary Public

{Seal}

My commission expires:

9/28/02

SCHEDULE I

Trademark Registrations, Applications and Licenses

Registered Trademarks (Federal)

<u>Trademark</u>	<u>Registration No.</u>	<u>Goods</u>	<u>Registration Date</u>
CARBO GLAS	0913144	Lenses	06/08/71
BOLLÉ	1093117	Eyeglasses, sunglasses, goggles, eye shields	06/13/78
BOLLÉ	1323357	Ski clothing, jackets and shoes	03/05/85
MAURICE BOLLÉ	1480563	Sunglasses, sport glasses, goggles, frames, lenses	03/15/88
PUT 'EM ON YOUR FACE	1485106	Sunglasses, sport glasses, goggles, frames, lenses	04/19/88
BOLLÉ PC	1491987	Sunglasses, sport glasses, goggles, frames, lenses	06/14/88
CHRONOSHIELD	1501166	Sunglasses, goggles, frames, lenses	08/23/88
PUT'EM ON YOUR FACE	1504060	Shirts, hats, caps, visors, ski masks	09/13/88
ACRYLEX	1504694	Sunglasses, frames, lenses	09/20/88
BF	1512392	Sunglasses	11/15/88
CONTOUR	1545222	Sunglasses, frames, lenses	06/27/89
MICROEDGE	1633050	Sunglasses, frames, lenses	01/29/91
AQUASHIELD	1664574	Sunglasses, frames, lenses, sport goggles	11/12/91
AVANTEDGE	1699667	Sport goggles, frames, lenses	07/07/92
ALIEN	1709393	Sport goggles, frames, lenses	08/18/92

Schedules to Trademark Security Agreement:
Bollé America, Inc.

TACTICAL	1837768	Sunglasses, frames, lenses, sport goggles	05/31/94
BOLLÉ	1867002	Traveling bags, briefcases, back packs, luggage	12/13/94
TIGER SNAKE	1869358	Sunglasses, frames, lenses	12/27/94
SUNSPENDER	1879628	Sunglasses, frames, lenses, sport goggles	02/21/95
SNAKE DESIGN	1883401	Sunglasses and goggles	03/14/95
BOLLÉ EYEZONE	1889723	Sunglasses, frames, lenses, sport goggles	04/18/95
EAGLE VISION & DESIGN	1895179	Shirts, hats, caps, visors	05/23/95
NORTHERN LIGHTS	1935810	Sunglasses, frames, lenses, sport goggles	11/14/95
E Z	1968477	Sunglasses, frames, lenses	04/16/96
EAGLE VISION	1998951	Clothing	09/10/96
ATTACK BOLLÉ	2007171	Sunglasses, frames, lenses	10/08/96
EAGLE VISION & DESIGN	2053027	Sports eye glasses, sports goggles	04/15/97
MADNESS	2162546	Sunglasses, frames, lenses	06/02/98
BREAKAWAY	2188137	Sunglasses, frames, lenses	09/08/98
VERMILLON	2218144	Sunglasses, frames, lenses, sport goggles	01/19/99
KRAIT	2248867	Sunglasses, frames, lenses, sport goggles	06/01/99

Pending Trademark Applications (Federal)

<u>Trademark</u>	<u>Application No.</u>	<u>Goods</u>
-------------------------	-----------------------------------	---------------------

Schedules to Trademark Security Agreement:
Bollé America, Inc.

SPEED READ 75/541158 Sunglasses, frames, lenses

ITU Applications

State Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Goods</u>	<u>Registration Date</u>	<u>State</u>
WORTH PROTECTING. WORTH BOLLÉ	T32,057	Miscellaneous goods	11/28/86	Colorado
MAURICE BOLLÉ (STYLIZED LETTERS)	unknown	Miscellaneous goods	11/28/86	Colorado
BOLLÉ PC	unknown	Merchandise not otherwise classified	11/26/86	Colorado
COMPUT-IREX AND DESIGN	unknown	Protective shade wear	11/17/86	Colorado
IREX 100 AND DESIGN	T31,965	Optical products	11/17/86	Colorado
COMPUT-IREX	83,402	Protective shade wear	11/14/86	California
IREX 90+ (STYLIZED LETTERS)	83,403	Optical products	11/14/86	California
BF AND DESIGN	T31,970	Optical products and clothing	11/18/86	Colorado
IREX 90+ AND DESIGN	T31,969	Optical products	11/18/86	Colorado
BOLLÉ FRANCE AND DESIGN	unknown	Miscellaneous goods	11/28/86	Colorado
MICRO EDGE (STYLIZED LETTERS)	92,737	Optical products	07/16/90	California

Unregistered Trademarks

None.

Trademark Licenses

None.