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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other  Termination of Collateral Assignment

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name  Bank of America, N.A., as Agent (as successor by merger)

Formerly  NationsBank, National Association, as Agent

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other  National Banking Association
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name  Bolle America, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  3890 Elm Street

Address (line 2)

Address (line 3)  Denver  Colorado, United States  80207  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

02/28/2000 DWGUYEN 00000037 1887768

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

49.00 OP  
975.00 OP

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

TRADEMARK

REEL: 002102 FRAME: 0712

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

*Federal Research Corp  
400 Seventh St NW  
Suite 100  
Washington DC 20004*

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

See EXHIBIT A attached hereto and incorporated herein.

See EXHIBIT A attached hereto and incorporated herein.

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

BANK OF AMERICA, N.A., AS AGENT  
(formerly NATIONSBANK, NATIONAL ASSOCIATION)

Name of Person Signing

*Susan Caty*

Signature

*2-9-00*

Date Signed

**Schedule I to**  
**Recordation Form Cover Sheet**

**CONVEYING PARTIES**

The Conveying Party is **BANK OF AMERICA, N.A. (formerly NATIONSBANK, NATIONAL ASSOCIATION)**, as Agent for the Lenders from time to time parties to that certain Second Amended and Restated Credit Agreement by and among Bollé Inc., the Secured Party and the Lenders (as defined therein), as the same may from time to time be amended, modified or supplemented, including without limitation:

1. **BANK OF AMERICA, N.A. (formerly NATIONSBANK, NATIONAL ASSOCIATION)**  
Independence Center, 15th Floor  
Charlotte, North Carolina 28255
2. **EUROPEAN AMERICAN BANK**  
335 Madison Avenue, 17th Floor  
New York, New York 10017
3. **NATIONAL CITY BANK, KENTUCKY**  
101 South Fifth Street, 8th Floor  
Louisville, Kentucky 40202
4. **BANKBOSTON, N.A.**  
One Landmark Square  
Stamford, Connecticut 06901
5. **CREDIT AGRICOLE INDOSUEZ**  
520 Madison Avenue, 9th Floor  
New York, New York 10022
6. **IMPERIAL BANK**  
9920 South La Cienega Boulevard, 14th Floor  
Inglewood, California 90301
7. **ANY OTHER PARTY THAT IS A LENDER, FROM TIME TO TIME, PURSUANT TO THE CREDIT AGREEMENT**

**R**

Exhibit A to  
Recordation Form Cover Sheet

LIST OF TRADEMARKS

	Trademark Title	Registration Number
1	Tactical	1,837,768
2	Tiger Snake	1,869,358
3	Avant Edge	1,699,667
4	Maurice Bollé	1,480,563
5	Put 'em On Your Face (clothing)	1,504,060
6	Chronoshield	1,501,166
7	bf	1,512,392
8	Bollé (eyewear)	1,093,117
9	Bollé (clothing)	1,323,357
10	bollé PC	1,491,987
11	Geometric	1,779,399
12	EZ (and design)	1,968,477
13	Aquashield	1,664,574
14	Acrylex	1,504,694
15	bollé (bags)	1,867,002
16	Put 'em On Your Face	1,485,106
17	Eaglevision and design (clothing)	1,895,179
18	Bollé Eyezone	1,889,723
19	Northern Lights	1,935,810
20	Suspenders	1,879,628
21	Snake (design only)	1,883,401

	<b>Trademark Title</b>	<b>Registration Number</b>
22	Eagle Vision (words only)	1,998,951
23	Eagle Vision (and design)	2,053,027
24	Contour	1,545,222
25	MICROEDGE (stylized)	1,633,050
26	Alien	1,709,393
27	Attack Bollé (stylized)	2,007,171
28	VERMILLON	pending 75-243,872
29	KRAIT	pending 75-356,100
30	TOUR ELITE	pending 75-236,266
31	B (and design)	pending 75-290,494
32	b' (stylized)	pending 75-277,582
33	Bolle' Carbonex	pending 75-037,462
34	FOKKER	pending 75-361,300
35	MADNESS	pending 75-087,499
36	Sliver	pending 75-278,511
37	THE MOTHER OF ALL EYEWEAR	pending 75-361,301
38	Tiger	pending 75-187,898
39	Breakaway	pending 75-067,302
40	Vapor Trail	pending 75-045,860

February 2, 2000

Antares Capital Corporation, as Agent  
311 South Wacker Drive  
Suite 2725  
Chicago, Illinois 60606

The Northwestern Mutual Life Insurance Company  
720 East Wisconsin Avenue  
Milwaukee, Wisconsin, 53202  
Attention: Securities Department

*Re: Payoff of Second Amended and Restated Credit Agreement dated as of March 11, 1998 by and among Bolle Inc. (the "Company"), Bank of America, N.A., (the "Agent") and the Lenders party thereto, as amended to date (the "Credit Agreement")*

Ladies and Gentlemen:

As of February 8, 2000 (the "Payment Date"), the amount of the indebtedness owed by Company pursuant to the Credit Agreement, including principal, interest, fees and estimated additional costs due pursuant to Section 5.5 of the Credit Agreement, is set forth in Schedule I attached hereto and made a part hereof (the "Indebtedness"). If the Agent does not receive the Indebtedness on the Payment Date, the per diem increase for the Indebtedness is also set forth in Schedule I (the "Per Diem"). If additional costs incurred pursuant to Section 5.5 of the Credit Agreement are less than the amount estimated on Schedule I, the Agent will refund such amounts to the Company. If additional costs incurred pursuant to Section 5.5 of the Credit Agreement are greater than the amount estimated on Schedule I, the Agent irrevocably waives any right to seek reimbursement of such additional amounts from the Company.

Payment of the Indebtedness should be made by wire transfer as indicated on Schedule I (the "Wire Instructions").

Upon receipt of the Indebtedness and the Per Diem, if applicable, pursuant to the Wire Instructions, the Agent hereby agrees to deliver to you or to any party identified by you originally executed termination statements and lien releases.

Upon repayment of the Indebtedness, all Obligations (as defined in the Credit Agreement) of the Company under the Credit Agreement shall be satisfied in full.

Upon repayment of the Indebtedness, the Agent also agrees to deliver such other releases, documents and agreements as Antares' counsel Katten Muchin Zavis may reasonably require to evidence the release of all of the collateral securing repayment of the Indebtedness.

Very truly yours,

**BANK OF AMERICA, N.A.,**  
**as Agent for the Lenders under the Credit**  
**Agreement**

By: *Susan H. Catry*  
Name: SUSAN H. CATRY  
Title: VICE PRESIDENT

**SCHEDULE I**  
to  
**PAYOFF LETTER**

**INDEBTEDNESS AND PER DIEM**

**A. French Franc Payments:**

1. Term Loan in French Francs:

Principal Amount	Interest to 2/9/00	Per Diem	Rate Maturity Date
FRF 18,347,075	FRF 127,879.11	FRF 3,119.01	3/27/00

2. Additional Costs pursuant to Section 5.5 of the Credit Agreement: FRF 11,000

**WIRING INSTRUCTIONS FOR FRF AMOUNTS IN SECTION A(1) and A(2):**

Name of Bank: Bank of America, N.A.  
City, State: Paris, France  
Swift Code: BOFAFRPP  
Branch Code: 6283  
Sort Code: 4121916010  
Account Name: Bank of America SFPX  
Account No.: 00090661024  
Reference: Bolle Inc.

**B. US Dollar Payments:**

1. Revolving Credit Facility in US Dollars

Type Loan	Principal Amount	Interest to 2/8/00	Per Diem	Rate Maturity Date
Eurodollar	\$4,000,000	\$18,598.59	\$978.89	2/22/00
Eurodollar	\$2,000,000	\$13,170.00	\$487.78	2/14/00
Eurodollar	\$1,400,000	\$9,219.00	\$341.45	2/14/00
Eurodollar	\$1,800,000	\$24,138.00	\$447.00	3/16/00
Base Rate	\$4,800,000	\$18,525.00	\$1,366.67	N/A
<b>TOTAL</b>	<b>\$14,000,000</b>	<b>\$83,506.59</b>	<b>\$3,621.79</b>	

2. Unused Fee to 2/8/00 = \$1,307.92

3. Additional Costs pursuant to Section 5.5 of the Credit Agreement: \$4,000

206511/0001/303983/Version #: 1.1.



**WIRING INSTRUCTIONS FOR US DOLLAR AMOUNTS IN SECTION B(1), B(2) and B(3):**

Name of Bank:	Bank of America
City, State:	Charlotte, NC
ABA No.:	053 000 196
Credit to:	CCS
Account No.:	1366212250600
Attention:	Joyce Ruppe
Reference:	Bolle Inc.

206511/0001/309383/Version #1.1