



01-24-2002



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Form PTO-1594 (Rev. 03-01) OMB No. 0651-0027 (exp. 5/31/2002)

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bike Athletic Company 1-18-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 14, 2002

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

Additional number(s) attached Yes No

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

Name: Steven L. Schaaf

Internal Address: Parker, Hudson, Rainer & Dobbs LLP

Street Address: 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): \$ 665.00

- 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.

Steven L. Schaaf Name of Person Signing

Signature

1/17/02 Date

Total number of pages including cover sheet, attachments, and document: 7

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

01/24/2002 LWELLER 00000155 1539396

01 FC:481 02 FC:482

40.00 OP 625.00 OP

TRADEMARK REEL: 2429 FRAME: 0678

EXHIBIT A
to Trademark Recordation Form Cover Sheet

Trademarks of Bike Athletic Company

Continuation of Item 4:

Trademark Registration Numbers

1539396
1,105,980
1511036
401,712
1710117
1,390,000
1490332
1685391
988515
845,845
1942001
948495
48,251
1,523,574
1483631
1064384
1,130,499
526,897
1464732
1462053
957010
2,052,674
1376565
1048839
1394198
1590971

{175434.1} 999991-00179



**AMENDED AND RESTATED
TRADEMARK AND TRADE NAME SECURITY AGREEMENT**

WHEREAS, **BIKE ATHLETIC COMPANY**, a Delaware corporation, with its chief executive office at 2801 Red Dog Lane, Knoxville, Tennessee 37901 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United State Patent and Trademark Office (the "Trademark Collateral"); and

WHEREAS, Debtor and BankBoston, N.A., a national banking association ("BankBoston"), entered into a Loan and Security Agreement (herein referred to as the "Loan Agreement"), dated as of June 27, 1997, by which Debtor granted to BankBoston security interests in said trademarks and trade names and the applications or registrations thereof, as collateral security for the obligations of Debtor, as set forth in the Loan Agreement; and

WHEREAS, the Loan Agreement was amended by an Amended and Restated Loan and Security Agreement dated as of June 30, 1998, as the same has been amended from time to time (herein referred to as the "Amended Loan Agreement"); and

WHEREAS, Debtor and BankBoston entered into a Trademark and Trade Name Security Agreement dated as of June 27, 1997 (the "Trademark Security Agreement"); and

WHEREAS, effective March 1, 2000, Fleet National Bank merged with and into BankBoston, N.A., with BankBoston, N.A. as the surviving entity (the "Merger"). BankBoston, N.A. thereupon changed its name to Fleet National Bank ("Fleet Bank"). In connection with the Merger, all of Fleet Bank's interest in the loans and obligations evidenced by the Loan Agreement have been assigned to Fleet Capital Corporation, which assignment was acknowledged and agreed to by Debtor; and

WHEREAS, in order to clarify the security interests in favor of Fleet Capital Corporation (the "Secured Party"), and to permit proper recording of notice of such security interests, Debtor and Secured Party have agreed to hereby amend and restate the Trademark Security Agreement to confirm the security interests in favor of Secured Party in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interest in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

- (a) that Debtor is the sole exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;
- (c) that to its knowledge, the validity of the trademarks and trade names has never been questioned;
- (d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and
- (e) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from Secured Party.

Upon the occurrence of an Event of Default (as defined in the Amended Loan Agreement), Secured Party shall have all rights and remedies available under the Loan Documents (as defined in the Amended Loan Agreement), as well as available at law or equity, with respect to the Trademark Collateral.

THIS AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF TENNESSEE, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amended and Restated Trademark and Trade Name Security Agreement on the 14th day of January, 2002, to be effective as of June 27, 1997.

BIKE ATHLETIC COMPANY

By: 

Title: Vice President

[Signatures continued on following page]

ACCEPTED as of the date hereof.

FLEET CAPITAL CORPORATION

By: Ashtley Com

Title: Vice President

{175339.1} 000052-00285

STATE OF Massachusetts)

COUNTY OF Middlesex)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Robert H. Ruxin with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of Bike Athletic Company, the within named bargain or, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Concord, MA, this 14th day of January, 2002.

Suzanna M. Gaston
Notary Public

My Comm. expires April 11, 2008

STATE OF Georgia
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Ashley Cone with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of Fleet Capital Corporation, the within named bargain or, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Cobb Co., Georgia, this 16th day of January, 2002.

Kristen S. Papageorge
Notary Public

My Comm. expires ~~02/15~~ 6/15/02



EXHIBIT A

Trademarks of Bike Athletic Company

Trademark Registration Numbers

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401,712
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1685391
988515
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1942001
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2,052,674
1376565
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1394198
1622695
1590971
1,113,693

{175339.1} 000052-00285