

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMITH SPORT OPTICS, INC.		06/03/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UNICREDIT BANCA MOBILIARE S.P.A.
Street Address:	VIA TOMMASO GROSSI
City:	10 MILANO
State/Country:	ITALY
Entity Type:	ITALIAN BANK: ITALY

PROPERTY NUMBERS Total: 21

Property Type	Number
Serial Number:	76170338
Serial Number:	76170339
Serial Number:	76170340
Registration Number:	1908275
Registration Number:	1494057
Registration Number:	1989172
Registration Number:	1989171
Registration Number:	1960362
Registration Number:	1842787
Registration Number:	1309726
Registration Number:	2351922
Registration Number:	2350212
Registration Number:	2351908

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Registration Number:	2433011
Registration Number:	2350193
Registration Number:	2145052
Registration Number:	1189158
Registration Number:	2146648
Registration Number:	1805877
Registration Number:	1994762
Registration Number:	1831178

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 878-8000
Email: trademark.group@cliffordchance.com
Correspondent Name: Clifford Chance US LLP
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	100521/52 - SMITH SPORT
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christine F. Benton
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Total Attachments: 3
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source=SMITH SPORT - SUPP. SEC. AGR. 3.tif

**AMENDED AND RESTATED
SUPPLEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT (TRADEMARKS)**

WHEREAS, Smith Sport Optics, Inc., a Delaware corporation (herein referred to as "**Grantor**"), having an address at 280 Northwood Way, Ketchum, Idaho 83340 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor entered into an Intellectual Property Security Agreement dated as of March 18, 2003 (the "**Original Security Agreement**") in favor of the Secured Party pursuant to which the Grantor granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

WHEREAS, the security interest in the Collateral was submitted for recordation in the United States Patent and Trademark Office on March 19, 2003.

WHEREAS, the Original Security Agreement has been amended and restated pursuant to an Amended and Restated Intellectual Property Security Agreement dated as of ~~May 11~~^{May 13}, 2003 (the "**Restated Security Agreement**"; said Restated Security Agreement, as it may be hereafter amended, restated or otherwise modified from time to time, being the "**Security Agreement**", the terms defined herein being used herein as therein defined).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is UniCredit Banca Mobiliare S.p.A., Via Tommaso Grossi, 10 Milano, Italy, Attention: Ernestino Pegorini/Guido Zenarro.

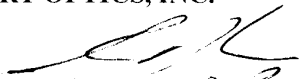
IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of May ²⁰⁰³~~2002~~, 2003.

SMITH SPORT OPTICS, INC.

By:

Name:

Title:


Ronald S. Hayes
Chief Financial Officer



**Schedule 1-A to the SUPPLEMENT TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT TRADEMARKS**

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
ACTION OPTICS		1908275
ACTIONOPTICS		1494057
BOB SMITH GOGGLE COMPANY		1989172
BOB SMITH GOGGLE COMPANY		1989171
METAL WORKS		1960362
MOAB		1842787
ROLL OFF'S		1309726
S and Design		2351922
S and Design		2350212
S and Design		2351908
S and Design		2433011
S and Design		2350193
SLIDER		2145052
SMITH		1189158
SMITH		2146648
SMITH		1805877
SMITH (BLOCK LETTERS)		1805877
SMITH (STYLIZED)		1994762
SMITHEYEWEAR	76/170338	
SMITHOPTICS	76/170339	
SMITHSPORT	76/170340	
VIOLATOR		1831178

