



03-25-2003



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

102398676 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Smith Sport Optics, Inc.

- 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: March 18, 2003

2. Name and address of receiving party(ies)

Name: UniCredit Banca Mobiliare S.p.A

Internal

Address:

Street Address: Via Tommaso Grossi

City: 10 Milano State: Italy Zip:

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

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)

See Attached List

140877

B. Trademark Registration No.(s)

See Attached List

Additional number(s) attached Yes No

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

Name: Christine F. Benton

Internal Address: Clifford Chance US LLP

03/25/2003 TBIAZI 00000011 181843 1908275

01 FC:8521 40.00 CH

02 FC:8522 500.00 CH

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) \$ 540

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1843

(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.

Christine F. Benton
Name of Person Signing

Christine F. Benton
Signature

March 19, 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

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

**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 (STYLIZED)		1994762
SMITHEYEWEAR	76/170338	
SMITHOPTICS	76/170339	
SMITHSPORT	76/170340	
VIOLATOR		1831178

**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 has entered into an Intellectual Property Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has 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.

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.

UniCredit Banca Mobiliare S.p.A
Secured Party's address is 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 March 18, 2003.

SMITH SPORT OPTICS, INC.

By:


Name: *Ronald S. Hayes*
Title: *CEO*