

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suspenders LLC		12/10/2004	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank One, NA, as Agent		
Street Address:	120 South LaSalle Street, 8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2065751	SOSPENDERS	
Registration Number:	2607570	SOSPENDERS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2254		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Robyn Rahbar, Esq		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Robyn Rahbar		
Signature:	/rr/		
Date:	03/07/2005		

OP \$65.00 2065751

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is between Miken Sports, LLC and Suspenders LLC (each, a "Debtor" and together, the "Debtors") for the benefit of the Agents and the Lenders (in each case, as hereinafter defined), as provided in that certain Amended and Restated Credit Agreement, dated as of July 1, 2004 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"), among K2 Inc. (the "Parent"), certain of the Parent's Subsidiaries party thereto (together with the Parent, the "Obligated Parties"), JPMorgan Chase Bank, as a contractual representative for the Lenders (the "Administrative Agent"), Bank One, NA, as a contractual representative for the Lenders (the "Collateral Agent"), and the lending institutions party thereto (the "Lenders"). Capitalized terms not otherwise defined herein shall have the meanings specified in the Credit Agreement.

Recitals:

A. The Debtors and the Agents are parties to that certain Pledge and Security Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Agents, for the benefit of the Agents and the Lenders, a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtors, including, without limitation, all of the Debtors' right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtors' Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors hereby grant and assign to the Agents, for the benefit of the Agents and the Lenders, to secure the payment of the Obligations, a continuing security interest, lien, and collateral assignment in all of the Debtors' 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) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now

or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtors (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Debtors any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtors against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Agents pursuant to the Security Agreement.

The Debtors hereby acknowledge and affirm that the rights and remedies of the Agents with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Debtors have caused this Agreement to be duly executed by its duly authorized officer effective as of the 10th day of December, 2004.

DEBTORS:

MIKEN SPORTS, LLC

By: Dudley W. Mendenhall
Dudley W. Mendenhall
Senior Vice President – Finance

SOSPENDERS LLC

By: Dudley W. Mendenhall
Dudley W. Mendenhall
Senior Vice President – Finance

SECURED PARTY:

BANK ONE, NA, as Agent

By: [Signature]
Name: KEVIN D PROBERT
Title: VICE PRESIDENT

Schedule 1
to
Trademark Security Agreement

Trademarks

Current Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Miken Sports, LLC	United States	Velocite	2566185	4/30/02	Baseball and softball bats	None	Active
Miken Sports, LLC	United States	Hybrid-X	2654211	11/26/02	Softball bats	None	Active
Miken Sports, LLC	United States	E-Flex Technology	2654210	11/26/02	Softball bats	None	Active
Miken Sports, LLC	United States	M	2702048	4/1/03	Softball bats, Batting Gloves	None	Active
Miken Sports, LLC	United States	Miken	2702052	4/1/03	Softball bats, Batting Gloves	None	Active
Miken Sports, LLC	United States	Miken	2706499	4/15/03	Softball bats, Batting Gloves	None	Active
Miken Sports, LLC	United States	E-flex Ultra Technology	2799219	12/23/03	Baseball and softball bats	None	Active
Miken Sports, LLC	United States	Freak	2821799	3/9/04	Softball bats	None	Active
Miken Sports, LLC	United States	Intensit-E	2833651	4/20/04	Softball bats	None	Active
Miken Sports, LLC	United States	M-Pulse	2859026	6/29/04	Softball bats	None	Active
Miken Sports, LLC	United States	Miken HHD	2302853	12/21/99	Softball bats	None	Active


Miken and Suspenders Trademark Security Agreement

Current Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Miken Sports, LLC	United States	Burn	78428416	6/2/04	Softball bats	None	Not yet assigned
Miken Sports, LLC	United States	Maniac	78428428	6/2/04	Softball bats	None	Not yet assigned
Miken Sports, LLC	United States	Menace	78428433	6/2/04	Softball bats	None	Not yet assigned
Miken Sports, LLC	United States	Scream	78428439	6/2/04	Softball bats	None	Not yet assigned
Miken Sports, LLC	United States	Carbon X Shell	78350505	1/12/04	Softball bats	None	Emailed requesting disclaimer of "Carbon" and "Shell" and asking whether "X" has significance in the trade. Response due 2/04/05

Miken and Suspenders Trademark Security Agreement

Current Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Miken Sports, LLC	United States	Zone	78317658	10/23/03	Baseball and softball bats	None	9/10/04 response filed to 3/14/04 Office Action refusing registration on basis that mark is confusingly similar to mark ZONE for bowling balls, Registration No. 2324221
Miken Sports, LLC	United States	Edge	78246771	5/7/03	Softball bats	None	9/7/04 Notice of Allowance issued; SOU or Extension Request due 3/7/05
Miken Sports, LLC	United States	Premier	78198882	12/31/02	Softball bats	None	Notice of Allowance issued 12/23/03; Extension request or SOU due 12/23/04
Miken Sports, LLC	United States	Ultra™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark
Miken Sports	United States	Ultra II™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark

Miken and Suspenders Trademark Security Agreement

Current Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Miken Sports, LLC	United States	Velocit-E™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark
Miken Sports, LLC	United States	Velocit-E II™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark
Miken Sports, LLC	United States	Freak Plus™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark
Miken Sports, LLC	United States	Freak 98™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark
Miken Sports, LLC	United States	Oklahoma City™	N/A	N/A	Softball bats; Class 28	None	Common Law Trademark Mark
Sospenders LLC	United States	 (logo mark)	2,065,751	Application date: August 14, 1995 Registration date: May 27, 1997	N/A	None	Active
Sospenders LLC	United States	SOSPENDERS	2,607,570	Application date: November 27, 2001 Registration date: August 13, 2002	N/A	None	Active
Sospenders LLC	United States	Comfort You Can Live With™	N/A	N/A	N/A	None	Common Law Trademark Mark
Sospenders LLC	United States	Sporting Lives™	N/A	N/A	N/A	None	Common Law Trademark Mark

Miken and Sospenders Trademark Security Agreement

Current Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods	Liens	Status
Sospenders LLC	United States	World Class Inflatables™	N/A	N/A	N/A	None	Common Law Trademark Mark
Sospenders LLC	United States	Sea-Ya-Bob™	N/A	N/A	N/A	None	Common Law Trademark Mark

Trademark Licenses

None.