

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
Fila Luxembourg S.a.r.l.		05/02/2007	CORPORATION: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	Korea Exchange Bank Hong Kong
Street Address:	32/F Far East Finance Centre
Internal Address:	16 Harcourt Road
City:	Hong Kong
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	73211451	F
Serial Number:	73054242	F
Serial Number:	73079170	F
Serial Number:	78170869	F
Serial Number:	75308002	F
Serial Number:	73687519	F
Serial Number:	73717779	F
Serial Number:	73596259	F
Serial Number:	74669059	F FILA
Serial Number:	76065153	F
Serial Number:	78296900	F
Serial Number:	78176214	FILA
Serial Number:	72404782	FILA
Serial Number:	75308003	FILA

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Serial Number:	77040704	FILA
Serial Number:	74695788	FILA
Serial Number:	73687524	FILA
Serial Number:	73596258	FILA
Serial Number:	73717778	FILA
Serial Number:	73671362	FILA
Serial Number:	75147234	FILA SPORT
Serial Number:	78513327	FILATIVA
Serial Number:	78453987	L'ARTE NELLO SPORT
Serial Number:	73671653	F

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: Steven T. Shelton
Address Line 1: 31 West 52nd Street
Address Line 2: Clifford Chance US LLP
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	52-40207322
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Steven T. Shelton
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Signature:	/Steven T. Shelton/
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Date:	05/07/2007
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Total Attachments: 6
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SUPPLEMENT TO SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Fila Luxembourg S.a.r.l., a *société à responsabilité limitée* incorporated under Luxembourg law with registered office at 26, boulevard Royal, L-2449 Luxembourg, registered with the register of commerce and companies of Luxembourg under number B 94.195 (the "**Grantor**") (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 l(c) or l(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 l(c) or l(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 a 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 Security Agent for the ratable benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Security Agent for the ratable benefit of the Secured Parties a security interest in all right, title and interest of such 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 the 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 the 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 the Security Agent for the ratable benefit of the Secured Parties of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

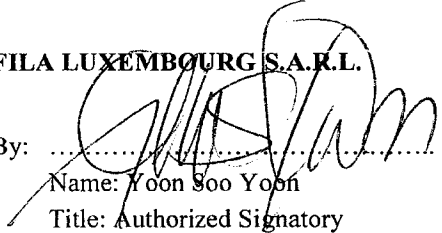
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated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

Security Agent's address is:

Korea Exchange Bank Hong Kong
32/F Far East Finance Centre
16 Harcourt Road
Hong Kong
Tel: +852-2520-1221
Fax: +852-2865-1886
Attn: Ada Lee.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of *May 2, 2007.*

FILA LUXEMBOURG S.A.R.L.

By: 

Name: Yoon Soo Yoon

Title: Authorized Signatory

Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT

TRADEMARKS

Trademark	Application or Registration Date	Application Serial No. or Registration No.
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See attached

Mark	Country	Owner	Serial No.	Filing Date	Reg. No.	Effective Date	Renewal Due	Class
F	California	FILA LUXEMBOURG S.A.R.L.	R60331	24-Sep-79	60331	24-Sep-79	24-Sep-09	25
F	California	FILA LUXEMBOURG S.A.R.L.	R60330	24-Sep-79	60330	24-Sep-79	24-Sep-09	28
F	United States	FILA LUXEMBOURG S.A.R.L.	73/211451	13-Apr-79	1196746	1-Jun-82	1-Jun-12	14
F	United States	FILA LUXEMBOURG S.A.R.L.	73/054242	5-Jun-75	1032383	3-Feb-76	3-Feb-16	25
F	United States	FILA LUXEMBOURG S.A.R.L.	73/079170	4-Mar-76	1098835	8-Aug-78	8-Aug-08	28
F (Design)	United States	FILA LUXEMBOURG S.A.R.L.	78/170869	3-Oct-02	3014799	15-Nov-05	15-Nov-15	12
F (Design)	United States	FILA LUXEMBOURG S.A.R.L.	75/308002	12-Jun-97	2227372	2-Mar-99	2-Mar-09	28
F (Stylized in Box with Color)	United States	FILA LUXEMBOURG S.A.R.L.	73/687519	2-Oct-87	1556584	19-Sep-89	19-Sep-09	9
F (Stylized in Box with Color)	United States	FILA LUXEMBOURG S.A.R.L.	73/717779	21-Mar-88	1576379	9-Jan-90	9-Jan-10	18
F (Stylized with color)	United States	FILA LUXEMBOURG S.A.R.L.	73/596259	1-May-86	1458405	22-Sep-87	22-Sep-07	25
F (Stylized)	California	FILA LUXEMBOURG S.A.R.L.			60331	24-Sep-79	24-Sep-09	25
F (Stylized)	California	FILA LUXEMBOURG S.A.R.L.			60330	24-Sep-79	24-Sep-09	28
F (Stylized)	South Carolina	FILA LUXEMBOURG S.A.R.L.				12-Oct-94	17-Oct-09	25
F FILA	United States	FILA LUXEMBOURG S.A.R.L.	74/669059	2-May-95	2076161	1-Jul-97	1-Jul-07	3
F FORMED FROM FIVE LINES	United States	FILA LUXEMBOURG S.A.R.L.	76/065153	6-Jun-00	2670921	7-Jan-03	7-Jan-13	25
F with parallel lines	United States	FILA LUXEMBOURG S.A.R.L.	78/296900	5-Sep-03	2869794	3-Aug-04	3-Aug-14	25
FILA	United States	FILA LUXEMBOURG S.A.R.L.	78/176214	18-Oct-02	3019564	29-Nov-05	29-Nov-15	12
FILA	United States	FILA LUXEMBOURG S.A.R.L.	72/404782	12-Oct-71	974050	27-Nov-73	27-Nov-13	24
FILA	United States	FILA LUXEMBOURG S.A.R.L.	75/308003	12-Jun-97	2220108	26-Jan-99	26-Jan-09	28

Mark	Country	Owner	Serial No.	Filing Date	Reg. No.	Effective Date	Renewal Due	Class
FILA	United States	FILA LUXEMBOURG S.A.R.L.	77040704	9-Nov-06				35
FILA (LOGO)	United States	FILA LUXEMBOURG S.A.R.L.	74/695788	21-Jun-95	2065693	27-May-97	27-May-07	25
FILA (Stylized with color)	United States	FILA LUXEMBOURG S.A.R.L.	73/687524	2-Oct-87	1518706	3-Jan-89	3-Jan-09	9
FILA (Stylized with color)	United States	FILA LUXEMBOURG S.A.R.L.	73/596258	1-May-86	1465549	17-Nov-87	17-Nov-07	25
FILA (Stylized with color)	United States	FILA LUXEMBOURG S.A.R.L.	73/717778	21-Mar-88	1606409	17-Jul-90	17-Jul-10	18, 25
FILA (Stylized)	South Carolina	FILA LUXEMBOURG S.A.R.L.				17-Oct-94	17-Oct-09	14
FILA (Stylized)	South Carolina	FILA LUXEMBOURG S.A.R.L.				17-Oct-94	17-Oct-09	25
FILA (Stylized)	United States	FILA LUXEMBOURG S.A.R.L.	73/671362	13-Jul-87	1564119	7-Nov-89	7-Nov-09	5, 14, 25, 28
FILASPORT	United States	FILA LUXEMBOURG S.A.R.L.	75/147234	8-Aug-96	2145780	24-Mar-98	24-Mar-08	25
FILATIVA	United States	FILA LUXEMBOURG S.A.R.L.	78513327	8-Nov-04				18 and 25
L'ARTE NELLO SPORT	United States	FILA LUXEMBOURG S.A.R.L.	78/453987	21-Jul-04	3166131	31-Oct-06	31-Oct-16	18, 25, 35
Stylized F (in Box)	United States	FILA LUXEMBOURG S.A.R.L.	73671653	13-Jul-87	1520482	17-Jan-89	17-Jan-09	14, 28