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12-29-1998

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To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

ITEMS INTERNATIONAL, INC.

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: DECEMBER 17, 1998

## 2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 1133 AVENUE OF THE AMERICAS

City: NEW YORK State: NY ZIP: 10036

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

SEE SCHEDULE A ANNEXED HERETO

## B. Patent No.(s)

SEE SCHEDULE A ANNEXED HERETO

Additional numbers attached? ☒ Yes ☐ No

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

Name: OTTERBOURG, STEINDLER, HOUSTON &amp; ROSEN, P.C.

Internal Address: VALERIE S. MASON, ESQ.

29TH FLOOR

Street Address: 230 PARK AVENUE

City: NEW YORK State: NY ZIP: 10169

## 6. Total number of applications and patents involved:

32

## 7. Total fee (37 CFR 3.41).....\$ 1,280.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/28/1998 DNGUYEN 00000015 08397448

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## 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.

PRESTON R. CAPPELLO

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: ☐Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**EXHIBIT A  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF PATENTS AND PATENT APPLICATIONS**

See Attached

EXHIBIT A  
TO

PATENT COLLATERAL ASSIGNMENT  
AND SECURITY INTEREST

ITEMS INTERNATIONAL, INC.

PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 1

Argentina

SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	95-016-AR-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	AR	AR002106 A1	24-May-1996
		<u>Patent Number</u>	<u>Issue Date</u>

ROTATABLY ADJUSTABLE  
SNOWBOARD BINDING PLATE

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-278-AR-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	AR	P970105737	05-Dec-1997
		<u>Patent Number</u>	<u>Issue Date</u>

APPARATUS FOR ADJUSTING THE  
FORWARD LEAN AND  
FLEXIBILITY OF FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-324-AR-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	AR	P980100203	16-Jan-1998
		<u>Patent Number</u>	<u>Issue Date</u>

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 2

### Chile

SNOWBOARD BINDING ASSEMBLY	Owner: ITEMS INTERNATIONAL, INC.	RSSM NO.	95-016-CL
Status	Country	Application Number	Filing Date
ABANDONED	CL	985-96	05-Jun-1996
Patent Number	Issue Date		

SNOWBOARD BINDING ASSEMBLY	Owner: ITEMS INTERNATIONAL, INC.	RSSM NO.	95-016-CL-2
Status	Country	Application Number	Filing Date
ABANDONED	CL	1368-97	09-Jul-1997
Patent Number	Issue Date		

ROTATABLY ADJUSTABLE SNOWBOARD BINDING PLATE	Owner: ITEMS INTERNATIONAL, INC.	RSSM NO.	96-278-CL
Status	Country	Application Number	Filing Date
ABANDONED	CL	2678/97	05-Dec-1997
Patent Number	Issue Date		

APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR	Owner: ITEMS INTERNATIONAL, INC.	RSSM NO.	96-324-CL
Status	Country	Application Number	Filing Date
ABANDONED	CL	123-98	16-Jan-1998
Patent Number	Issue Date		

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

(Sorted by Country then by Invention)

Thursday, December 03, 1998

Page: 3

### European Patent Office

SNOWBOARD BINDING ASSEMBLY				RSSM NO.	
<u>Owner:</u> ITEMS INTERNATIONAL, INC.				95-016-EP-	
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	EP	96908597.6	29-Feb-1996		

SNOWBOARD BINDING ASSEMBLY				RSSM NO.	
<u>Owner:</u> ITEMS INTERNATIONAL, INC.				95-016-EP-2	
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
APP. NOT FILED	EP	97928822.2	04-Jun-1997		

ROTATABLY ADJUSTABLE SNOWBOARD BINDING PLATE				RSSM NO.	
<u>Owner:</u> ITEMS INTERNATIONAL, INC.				96-278-EP-	
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
APP. NOT FILED	EP	97952290.1	04-Dec-1997		

APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR				RSSM NO.	
<u>Owner:</u> ITEMS INTERNATIONAL, INC.				96-324-EP-	
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
APP. NOT FILED	EP	98901813.0	15-Jan-1998		

ITEMS INTERNATIONAL, INC.

PATENT PROPERTY REPORT

(Sorted by Country then by Invention)

Thursday, December 03, 1998

Page: 4

Israel

SNOWBOARD BINDING ASSEMBLY				RSSM NO. 95-016-IL.	
OWNER	ITEMS INTERNATIONAL, INC.				
Status	Country	Application Number	Filing Date	Patent Number	Issue Date
ABANDONED	IL	118362	22-May-1996		

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 5

### Patent Cooperation Treaty

SNOWBOARD BINDING ASSEMBLY					RSSM NO.
<u>Owner:</u> ITEMS INTERNATIONAL, INC.					95-016-WO-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
NATIONAL PHASE	WO	PCT/US96/02806	29-Feb-1996		

SNOWBOARD BINDING ASSEMBLY					RSSM NO.
<u>Owner:</u> ITEMS INTERNATIONAL, INC.					95-016-WO-2
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	WO	PCT/US97/09619	04-Jun-1997		

ROTATABLY ADJUSTABLE SNOWBOARD BINDING PLATE					RSSM NO.
<u>Owner:</u> ITEMS INTERNATIONAL, INC.					96-278-WO-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	WO	PCT/US97/22283	04-Dec-1997		

APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR					RSSM NO.
<u>Owner:</u> ITEMS INTERNATIONAL, INC.					96-324-WO-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	WO	PCT/US98/00736	15-Jan-1998		

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 6

Peru

### SNOWBOARD BINDING ASSEMBLY

Owner: ITEMS INTERNATIONAL, INC.

RSSM NO. 95-016-PE-

Status Country Application Number Filing Date

Patent Number Issue Date

APP. PENDING PE 593 08-Jul-1997

### ROTATABLY ADJUSTABLE SNOWBOARD BINDING PLATE

Owner: ITEMS INTERNATIONAL, INC.

RSSM NO. 96-278-PE-

Status Country Application Number Filing Date

Patent Number Issue Date

ABANDONED PE 001101.97 05-Dec-1997

### APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR

Owner: ITEMS INTERNATIONAL, INC.

RSSM NO. 96-324-PE-

Status Country Application Number Filing Date

Patent Number Issue Date

ABANDONED PE 000033 16-Jan-1998

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 7

### United States of America

#### UPPER PORTION FOR A FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	94-254-US.
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/031,636	01-Dec-1994
		<u>Patent Number</u>	<u>Issue Date</u>
		D379,030	06-May-1997

#### RESILIENT LOOPS AND MATING HOOKS FOR SECURING FOOTWEAR TO A FOOT

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	94-255-US.
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	08/348,054	01-Dec-1994
		<u>Patent Number</u>	<u>Issue Date</u>
		5,640,785	24-Jun-1997

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 8

### SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	95-016-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	US	08/397,448	02-Mar-1995
		<u>Patent Number</u>	<u>Issue Date</u>

### SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	95-016-US-P
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	US	08/451,694	26-May-1995
		<u>Patent Number</u>	<u>Issue Date</u>

### SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	95-016-US-P2
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	US	08/597,890	05-Feb-1996
		<u>Patent Number</u>	<u>Issue Date</u>

### SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	95-016-US-P3
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	US	08/700,743	09-Jul-1996
		<u>Patent Number</u>	<u>Issue Date</u>

### SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	95-016-US-P4
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ALLOWED	US	08/808,851	28-Feb-1997
		<u>Patent Number</u>	<u>Issue Date</u>

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

(Sorted by Country then by Invention)

Thursday, December 03, 1998

Page: 9

### SNOWBOARD BINDING ASSEMBLY

Owner:	Items International, Inc.	RSSM NO.	95-016-US-P5
Status	Country	Application Number	Filing Date
APP. PENDING	US	08/990,955	15-Dec-1997
Patent Number	Issue Date		

### EYELET FOR WEARING APPAREL

Owner:	Items International, Inc.	RSSM NO.	95-226-US-
Status	Country	Application Number	Filing Date
ISSUED	US	29/051,636	14-Mar-1996
Patent Number	Issue Date	D394745	02-Jun-1998

### LACING ELEMENT FOR FOOTWEAR

Owner:	Items International	RSSM NO.	95-230-US-
Status	Country	Application Number	Filing Date
ISSUED	US	29/051,630	14-Mar-1996
Patent Number	Issue Date	D389292	20-Jan-1998

### LACING ELEMENT FOR FOOTWEAR

Owner:	Items International, Inc.	RSSM NO.	95-234-US-
Status	Country	Application Number	Filing Date
ABANDONED	US	08/615,738	14-Mar-1996
Patent Number	Issue Date		

### PROTECTIVE INSERTS IN AND FOR FOOTWEAR

Owner:	Items International, Inc.	RSSM NO.	96-103-US-
Status	Country	Application Number	Filing Date
OFFICE ACTION	US	08/807,154	27-Feb-1997
Patent Number	Issue Date		

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

(Sorted by Country then by Invention)

Thursday, December 03, 1998

Page: 10

### FOOTWEAR WITH COMPOSITE OUTER SURFACE AND COMPOSITES FOR FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-123-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
OFFICE ACTION	US	08/899,431	24-Jul-1997
		<u>Patent Number</u>	<u>Issue Date</u>

### BAND DESIGN FOR FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-124-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/057,739	27-Jun-1996
		<u>Patent Number</u>	<u>Issue Date</u>
		D385,691	04-Nov-1997

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

(Sorted by Country then by Invention)

Thursday, December 03, 1998

Page: 11

### ARTICLE OF FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-153-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/056,594	03-Jul-1996
		<u>Patent Number</u>	<u>Issue Date</u>
		D397,544	01-Sep-1998

### SOLE FOR FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-153-US-D
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/062,230	12-Nov-1996
		<u>Patent Number</u>	<u>Issue Date</u>
		D398,144	15-Sep-1998

### FOOTWEAR DESIGN

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-153-US-D1
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	US	29/070,782	15-May-1997
		<u>Patent Number</u>	<u>Issue Date</u>

### BOOT

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-153-US-D2
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/070,751	15-May-1997
		<u>Patent Number</u>	<u>Issue Date</u>
		D394540	26-May-1998

### BOOT

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-153-US-P
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/056,696	08-Jul-1996
		<u>Patent Number</u>	<u>Issue Date</u>
		D392444	24-Mar-1998

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 12

### FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-195-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
APP. PENDING	US	29/079,141	22-Oct-1997
		<u>Patent Number</u>	<u>Issue Date</u>

### ROTATABLY ADJUSTABLE SNOWBOARD BINDING ASSEMBLY

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-278-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ALLOWED	US	08/760,761	05-Dec-1996
		<u>Patent Number</u>	<u>Issue Date</u>

### BOOT UPPER

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-321-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/063,964	19-Dec-1996
		<u>Patent Number</u>	<u>Issue Date</u>
		D394146	12-May-1998

### SOLE FOR FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-322-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	29/063,982	19-Dec-1996
		<u>Patent Number</u>	<u>Issue Date</u>
		D399,343	13-Oct-1998

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 13

### APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-324-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ABANDONED	US	08/785,667	17-Jan-1997
		<u>Patent Number</u>	<u>Issue Date</u>

### APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-324-US-P
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
ISSUED	US	08/856,525	14-May-1997
		5,832,635	10-Nov-1998

### SOLE FOR FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-359-US-
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
APP. PENDING	US	29/074,185	25-Jul-1997
		<u>Patent Number</u>	<u>Issue Date</u>

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 14

### FOOTWEAR UPPER

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-360-US-		
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ISSUED	US	29/070,693	13-May-1997	D400,697	10-Nov-1998

### FOOTWEAR DESIGN

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-360-US-D1		
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	US	29/082,201	16-Jan-1998		

### SHOE UPPER

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-360-US-D2		
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	US	29/082,180	16-Jan-1998		

### SNOWBOARD BRAKE

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	96-364-US-		
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	US	08/808,122	28-Feb-1997		

### SHOE UPPER

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	97-298-US-		
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ALLOWED	US	29/075,090	12-Aug-1997		

# ITEMS INTERNATIONAL, INC.

## PATENT PROPERTY REPORT

Thursday, December 03, 1998

(Sorted by Country then by Invention)

Page: 15

### SOLES FOR FOOTWEAR

<u>Owner:</u>	ITEMS INTERNATIONAL, INC.	<u>RSSM NO.</u>	97-299-US.		
<u>Status</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
ABANDONED	US	29/075,057	12-Aug-1997		

thereof or in any other country or in any office or agency of such other country or any political subdivision thereof, including, without limitation, those patents, applications, registrations and recordings in the manner and with the status described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all of Debtor's now existing or hereafter arising right, title and interest in and to each of the Patent Licenses (as such term is defined below) and all proceeds thereunder, including, but not limited to (i) all rights of Debtor to receive monies due to become due to it thereunder or in connection therewith; (ii) all rights of Debtor to claims for damages and other relief pursuant or in respect of the Patent Licenses; and (iii) all of rights of Debtor to perform and exercise all remedies thereunder and to require performance by the other parties to the Patent Licenses of their obligations thereunder; and provided, that in no event shall the acceptance of this assignment by Secured Party or the exercise of any of its rights hereunder or otherwise, constitute an assumption of any liability or obligation of Debtor to any of the other parties to the Patent Licenses or any other person; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all Patent Licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the full and clear title thereto in the manner and with the status indicated on Schedule A hereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of material registered Patents in any jurisdiction as registered Patents in such jurisdictions and to maintain all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement in the United States of America, and in such other jurisdictions as Secured Party reasonably determines are necessary to protect its security interest in the material Patents (the "Perfectured Jurisdictions"). Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party or as otherwise determined by Secured Party in the Perfectured Jurisdictions. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office in the Perfectured Jurisdictions.

(e) As of the date hereof, Debtor does not have any material Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or any office or agency of such other country or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto (such licenses and any future license agreements Debtor enters into, as permitted by this Agreement and the other Financing Agreements are referred to collectively as the "Patent Licenses").

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the

form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the material Collateral or the security interest in the material Patents and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Prime Rate Revolving Loans as set forth in the Loan Agreement and shall be part of the Obligations secured hereby and in the other Financing Agreements.

(h) Debtor shall give written notice to Lender of the filing of any application for the registration of a Patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, contemporaneously with such filing. If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation-in-part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation-in-part application in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or any office or agency of such other country or political subdivision thereof, or (ii) become the owner of any patent or new patentable inventions used in the United States, any State thereof, any political subdivision thereof or in any other country or political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Patent in favor of Secured Party.

(i) Debtor has not abandoned any of the Patents except as indicated on Exhibit A hereto and Debtor will not do any act, nor omit to do any act, whereby any material Patent may become abandoned, invalidated, unenforceable, avoided or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the material Patents may become abandoned, canceled, invalidated, avoided or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or any office or agency of such other country or political subdivision thereof, to maintain such application and registration of the material Patents as Debtor's exclusive property and to protect Secured

Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, after due inquiry, no infringement or unauthorized use presently is being made of any of the material Patents that would adversely affect the fair market value of the Patents or the benefits of this Agreement granted to Secured Party, including, without limitation, the remedies of Secured Party hereunder. There has been no judgment holding any of the Patents invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product which infringes upon any material Patent or is likely to cause confusion with any material Patent. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to any material Patents.

(l) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all reasonable expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the material Collateral, or the security interests in the material Patents and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Prime Rate Revolving Loans set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party

shall have the following rights and remedies which may be exercised with prior notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Secured Party may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate to the extent such license will not violate any existing Patent License. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Patents against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to Prime Rate Revolving Loans set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under, this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor and Secured Party each hereby waive personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its respective address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at such party's option, by service upon the other party in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, the served party shall appear in answer to such process, failing which the served party shall be deemed in default and judgment may be entered by plaintiff against defendant for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING

AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Items International, Inc. 1540-A East Pleasant Valley Boulevard Altoona, Pennsylvania 16602 Attention: Chief Financial Officer
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If to Secured Party:	Congress Financial Corporation 1133 Avenue of the Americas New York, New York 10036 Attention: Mr. Andrew W. Robin
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(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the

definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability corporation, limited liability participation, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and Debtor. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Upon the receipt by Lender of (i) payment in full in cash or other immediately available funds of all of the Obligations (which are not contingent) and (ii) cash collateral in such amounts and on such terms as Lender shall deem reasonably acceptable for all contingent Obligations or such other arrangements for the satisfaction of contingent Obligations with respect to all contingent Obligations as Lender shall deem reasonably acceptable, then (A) this Agreement shall terminate and (B) upon written notice of same from Lender to Borrower, upon Borrower's request and at the expense of Borrower, except as otherwise required by applicable law, Lender shall execute and deliver to Borrower UCC-3 termination statements and such other release documents with respect to the Collateral as may be reasonably requested by Borrower, in form and substance, satisfactory to Lender and Borrower, to

effectuate the termination of the security interest granted by Borrower to Lender herein and in the other Financing Agreements.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ITEMS INTERNATIONAL, INC.

By: H. Peter Guehring

Title: PRESIDENT

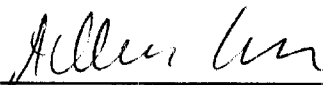
CONGRESS FINANCIAL CORPORATION

By: [Signature]

Title: SVP


STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 12<sup>th</sup> day of December, 1998, before me personally came  
H. Peter Goehrig, to me known, who being duly sworn, did depose and say, that he is  
the President of ITEMS INTERNATIONAL, INC., the corporation described in and which  
executed the foregoing instrument; and that he signed his name thereto by order of the Board  
of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public  
**ALLEN CREMER**  
Notary Public, State of New York  
No. 02CR5080700  
Qualified in Kings County  
Commission Expires June 16, 1999

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 14<sup>th</sup> day of December, 1998, before me personally came  
Peter L. Seckel, to me known, who, being duly sworn, did depose and say, that he is  
the SVP of CONGRESS FINANCIAL CORPORATION, the corporation described in  
and which executed the foregoing instrument; and that he signed his name thereto by order of  
the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public  
**ALLEN CREMER**  
Notary Public, State of New York  
No. 02CR5080700  
Qualified in Kings County  
Commission Expires June 16, 1999

**EXHIBIT B  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LICENSES**

None

B-1

EXHIBIT C  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that ITEMS INTERNATIONAL, INC. ("Debtor"), having an office at 1540-A East Pleasant Valley Boulevard, Altoona, Pennsylvania 16602 hereby appoints and constitutes CONGRESS FINANCIAL CORPORATION ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until the Secured Party has received (i) payment in full in cash or other immediately available funds of all of the "Obligations" (as such term is defined in the Security Agreement) which are not contingent and (ii) cash collateral in such amounts and in such terms as Secured Party shall deem reasonably acceptable for all contingent obligations or such other arrangements for the satisfaction of such contingent Obligations as Secured Party shall deem reasonably acceptable.

Dated: December \_\_, 1998

ITEMS INTERNATIONAL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_ day of December \_\_, 1998, before me personally came  
\_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is  
the \_\_\_\_\_ of ITEMS INTERNATIONAL, INC., the corporation described in and which  
executed the foregoing instrument; and that he signed his name thereto by order of the Board  
of Directors of said corporation.

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Notary Public

SCHEDULE A

TO

PATENT COLLATERAL ASSIGNMENT

PATENT	APPLICATION NUMBER	APPLICATION FILING DATE	PATENT NUMBER	ISSUE DATE
SNOWBOARD BINDING ASSEMBLY	08/397,448	3/2/95		
SNOWBOARD BINDING ASSEMBLY	08/451,694	5/26/95		
SNOWBOARD BINDING ASSEMBLY	08/597,890	2/5/96		
SNOWBOARD BINDING ASSEMBLY	08/700,743	7/9/96		
SNOWBOARD BINDING ASSEMBLY	08/808,851	2/28/97		
SNOWBOARD BINDING ASSEMBLY	08/990,955	12/15/97		
EYELET FOR WEARING APPAREL	29/051,636	3/14/96	D394745	6/2/98
LACING ELEMENT FOR FOOTWEAR	29/051,630	3/14/96	D389292	1/20/98
LACING ELEMENT FOR FOOTWEAR	08/615,738	3/14/96		
PROTECTIVE INSERTS IN AND FOR FOOTWEAR	08/807,154	2/27/97		
FOOTWEAR WITH COMPOSITE OUTER SURFACE AND COMPOSITES FOR FOOTWEAR	08/899,431	7/24/97		
BAND DESIGN FOR FOOTWEAR	29/057,739	6/27/96	D385,691	11/4/97

PATENT	APPLICATION NUMBER	APPLICATION FILING DATE	PATENT NUMBER	ISSUE DATE
ARTICLE OF FOOTWEAR	29/056,594	7/3/96	D397,544	9/1/98
SOLE FOR FOOTWEAR	29/062,230	11/12/96	D398,144	9/15/98
FOOTWEAR DESIGN	29/070,782	5/15/97		
BOOT	29/070,751	5/15/97	D394540	5/26/98
BOOT	29/056,696	7/8/96	D392444	3/24/98
FOOTWEAR	29/079,141	10/22/97		
ROTABLY ADJUSTABLE SNOWBOARD BINDING ASSEMBLY	08/760,761	12/5/96		
BOOT UPPER	29/063,964	12/19/96	D394146	5/12/98
SOLE FOR FOOTWEAR	29/063,982	12/19/96	D399,343	10/13/98
APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR	08/785,667	2/17/97		
APPARATUS FOR ADJUSTING THE FORWARD LEAN AND FLEXIBILITY OF FOOTWEAR	08/856,525	5/14/97	5,832,635	11/10/98
SOLE FOR FOOTWEAR	29/074,185	7/25/97		
FOOTWEAR UPPER	29/070,693	5/13/97	D400,697	11/10/98
FOOTWEAR DESIGN	29/082,201	1/16/98		
SHOE UPPER	29/082,180	1/16/98		
SNOWBOARD BREAK	08/808,122	2/28/97		
SHOE UPPER	29/075,090	8/12/97		

PATENT	APPLICATION NUMBER	APPLICATION FILING DATE	PATENT NUMBER	ISSUE DATE
SOLES FOR FOOTWEAR	29/075,057	8/12/97		
UPPER PORTION FOR A FOOTWEAR	29/031,636	12/1/94	D379,030	5/6/97
RESILIENT LOOPS AND MATING HOOKS FOR SECURING FOOTWEAR TO A FOOT	08/348,054	12/1/94	5,640,785	6/24/97

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