



MPS
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To the Honorable Commissioner of Patents and Trademarks: Please return the enclosed original documents or copy thereof

1. Name of conveying party(ies):
McKenzie Sports Products, Inc., successor by merger
to McKenzie Holdings, Inc. and MSP Acquisition Co.

2. Name and address of receiving party(ies)

Name Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe Street

City: Chicago State: IL ZIP: 60661

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 26, 1999

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 _____

A. Patent Application No.(s)
- NONE -

B. Patent No.(s)
4,477,082

Additional numbers attached? Yes

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20001

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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(40.00 DP)

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 the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

October 27, 1999
Date

7

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

Patent Security Agreement - McKenzie

Schedule I

Patents, Patent Applications

U.S. Patent No.
4,477,082

Date Issued
10/16/1984

Related Foreign Patents

PATENT SECURITY AGREEMENT

WHEREAS, MCKENZIE SPORTS PRODUCTS, INC., a North Carolina corporation and successor by merger to McKenzie Holdings, Inc. and MSP Acquisition Co. ("Grantor") owns the Patents and Patent Applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 26, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), as the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 26, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent applications and Patent Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's 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 "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any

Patent issued pursuant to a Patent Applications referred to in Schedule 1 and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

**[remainder of page intentionally left blank;
signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 26th day of October, 1999.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

MCKENZIE SPORTS PRODUCTS, INC.

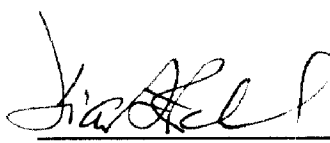
By: *Kelli J. O'Connell*
Kelli J. O'Connell
Vice President

By: *C.M. Daley*
Christopher M. Daley
Vice President

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss.

On the 25th day of October, 1999 before me personally appeared Kelli J. O'Connell, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Heller Financial, Inc., who being by me duly sworn, did depose and say that she is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{Seal}

My commission expires:
DIANA A. PASCHAL
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2001
