

05-15-2003

FORM PTO-1595
(Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)
Tab settings → → →

102448562

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

1. Name of conveying party(ies): S-31-03
Rawlings Sporting Goods Company, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Bank One, NA
Street Address:
1717 Main Street, 3rd Floor,
Dallas, TX 75201
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 25, 2003

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: N/A
A. Patent Application No.(s)
B. Patent No.(s)
4,192,018
Additional numbers attached? Yes No

PATENT RECORDS
MAY 13 AM 7:30
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:
Cathryn Berryman, Esq.
Jenkins & Gilchrist, P.C.
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-2799

6. Total number of applications and patents involved: Nine (9)
7. Total fee (37 C.F.R. 3.41):... \$ 360.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
10-0447
(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.
Lekha Gopalakrishnan Lehla Gopalakrishnan 5/8/03
Name of Person Signing Signature (Reg.No. 46,733) Date
Total number of pages including cover sheet, attachments, and document: Eight (8)

Mail documents to be recorded with required cover sheet information to:
Director of the US Patent and Trademark Office, Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria VA 22313-1450

05/14/2003 BBYRNE 00000072 4192018
01 FC:0021 360.00 OP

PATENT
REEL: 014051 FRAME: 0512

Continuation of Item 4 (B)

4,462,590
Des. 310,379
4,908,880
4,853,975
5,253,365
Des. 402,414
Des. 420,173
Des. 462,732

PATENT SECURITY AGREEMENT
(Rawlings Sporting Goods Company, Inc.)

THIS Patent Security Agreement (this "Agreement") is between Rawlings Sporting Goods Company, Inc. (the "Debtor") and Bank One, NA, a national banking association (the "Secured Party"), acting in its capacity as contractual representative under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Credit Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among K2 Inc. and each of its Subsidiaries party thereto, the Lenders party thereto, and the Secured Party.

Recitals:

A. The Debtor and the Secured Party 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 Debtor has granted to the Secured Party, for the benefit of the Secured Party and the Lenders, a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Patents (as defined below) and Patent Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the U.S. Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party, for the benefit of the Secured Party and the Lenders, to secure the payment of the U.S. Obligations, a continuing security interest and lien in all of the Debtor'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, including, without limitation, each Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a patent application referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement. As used herein (a) "Patent License" means any written agreement now or hereafter in existence granting to the Debtor any right to use any invention on which a Patent is in existence, including, without limitation, the agreements identified as patent licenses on Schedule 1 annexed hereto and (b) "Patents" means any and (i) all patents, patent applications, and patentable inventions, including, without limitation, those identified as Patents on Schedule 1, and all of the inventions and improvements described and claimed therein; (ii) all continuations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; (iii) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by the Debtor.

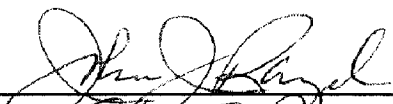
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Patent 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.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the ___ day of March, 2003.

DEBTOR:

RAWLINGS SPORTING GOODS
COMPANY, INC.

By: 
Name: John J. Ryzel
Title: CFO

SECURED PARTY:

BANK ONE, NA, as Agent

By: _____
Beverly J. Gray
Director

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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the ___ day of March, 2003.

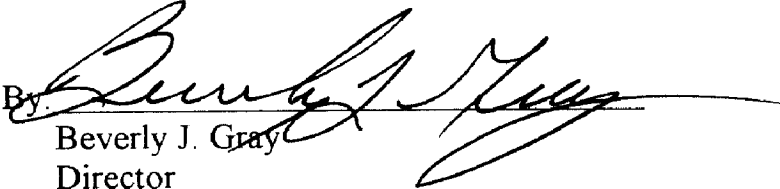
DEBTOR:

RAWLINGS SPORTING GOODS
COMPANY, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK ONE, NA, as Agent

By: 
Beverly J. Gray
Director

Schedule 1
to
Patent Security Agreement

Patents

Title of Patent	Application No./ Patent No.	Publication Date/ Issue Date
ADJUSTABLE BASEBALL BATTER'S HELMET	US 5,575,017	11/19/96
ADJUSTABLE BASEBALL BATTER'S HELMET	US 5,694,649	12/9/97
BACKSTOP FOR A BASEBALL GLOVE	USD 301,185	5/23/89
BALL WINDING APPARATUS	US 4,666,094	5/19/87
BASEBALL GLOVE	USD 420,174	2/1/00
BASEBALL GLOVE	USD 420,173	2/1/00
BASEBALL GLOVE	USD 417,757	12/14/99
BASEBALL GLOVE	US 29/169,557	Unpublished/ Pending
BASEBALL GLOVE	US 29/169,558	Unpublished/ Pending
BASEBALL OR SOFTBALL GLOVE CONSTRUCTED TO FACILITATE CLOSURE OF THE GLOVE	US 5,253,365	10/19/93
BASEBALL OR SOFTBALL GLOVE CONSTRUCTED TO MAINTAIN BALL-CATCHING POCKET	US 5,799,327	9/1/98
BASEBALL HAVING NINE TO TWELVE COVER PANELS	US 09/976,957	Unpublished/ Pending
BASEBALL CATCHER'S FOOT AND TOE GUARD	US 10/116,997	Unpublished/ Pending
BATTERS' SHIN AND ANKLE GUARD	US 5,742,938	4/28/98
CATCHER'S MITT	US 4,853,975	8/8/89
CATCHER'S CAP	USD 385,683	10/28/97
ERGONOMIC FIELDING GLOVE	US 6,289,515	9/18/01
FOOTBALL SHOULDER PADS WITH ACCORDIAN- HINGE FLAP	US 4,868,925	9/26/89
HELMET WITH PONY TAIL HOLE	USD 402,414	12/8/98
HOCKEY GLOVE	USD 427,384	6/27/00
HOCKEY HELMET	USD 428,535	7/18/00
HOCKEY HELMET	USD 433,451	11/7/00
INFLATABLE PADDED GAME BALL	US 4,660,831	4/28/87
PROTECTIVE JOINT GUARD	US 5,794,261	8/18/98
PROTECTIVE SHIN GUARDS	USD 389,959	8/18/98
PROTECTIVE LEG GUARDS	US 5,829,055	11/3/98
PYRAMID PEBBLE FOOTBALL	US 29/169,789	Unpublished/ Pending
PYRAMID PEBBLE FOOTBALL WITH TEXTURED LACING	US 29/169,805	Unpublished/ Pending
RIB PROTECTOR	US 5,337,417	8/18/94
TEN paneled BASKETBALL	USD 462,732	9/10/2002
WARM-UP SUIT	USD 333,374	2/23/93
WARM-UP SUIT	USD 335,204	5/4/93
WARM-UP SUIT	USD 335,205	5/4/93
WARM-UP SUIT	USD 335,945	6/1/93
WARM-UP SUIT	USD 332,686	1/26/93

Title of Patent	Application No./ Patent No.	Publication Date/ Issue Date
WARM-UP SUIT	USD 335,203	5/4/93
WEB FOR A BASEBALL GLOVE	USD 310,379	9/18/90
WEB FOR A BALL GLOVE	USD 315,620	3/19/91
BALL GLOVE BACKSTOP	US 3,590,389	7/6/71 (Expired- Term Over)
BASEBALL GLOVE CONSTRUCTION	US 3,576,036	4/27/71 (Expired- Term Over)
BASEBALL GLOVE	USD 280,462	9/10/85 (Expired- Term Over)
BASEBALL GLOVE	US 4,192,018	3/11/80 (Expired- Term Over)
SHOULDER PAD	US 4,295,227	10/20/81 (Expired- Term Over)
INFLATABLE PADDED GAME BALL	US 4,462,590	7/31/84 (Expired- Term Over)
BASEBALL GLOVE OR MITT	US 4,908,880	3/20/90 (Expired- Unpaid Maintenance Fee)
BACK WALL FOR A BASEBALL GLOVE	USD 300,182	3/14/89 (Expired- Term Over)
FOOTBALL AND LACING FOR FOOTBALLS	US 4,869,504	9/26/89 (Expired- Term Over)
SPEED-SENSING PROJECTILE	US 5,761,096	6/2/98 (Expired- Unpaid Maintenance Fee;) Licensed from David Zakutin
INERTIAL SWITCH	US 5,786,553	7/28/98 (Expired- Unpaid Maintenance Fee;) Licensed from David Zakutin
SHOULDER PAD	US 4,320,537	3/23/82 (Expired- Term Over)
SHOULDER PAD	US 4,135,252	1/23/79 (Expired- Term Over)

Title of Patent	Application No./ Patent No.	Publication Date/ Issue Date
SHOCK ATTENUATION STRUCTURE	US 4,627,114	12/9/86 (Expired- Unpaid Maintenance Fee)

Patent Licenses

Name of Agreement and Parties thereto	Patent	Application No./ Registration No.	Date of Agreement