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Form PTO-1595
(Rev. 03/01)

RECORDATION FORM COVER SHEET

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

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

1. Name of conveying party(ies):

K2 Snowshoes, Inc.

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

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Record to add patent number to a security
agreement previously recorded Reel/Frame
014692/0307

Execution Date: 10/16/03

2. Name and address of receiving party(ies)

Name: Bank One, N.A.

Internal Address:

Street Address:

1717 Main Street, 3rd Floor

City: Dallas

State: Texas

Zip: 75201

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 new application is:

A. Patent Application No.(s):

B. Patent No.(s):

6,684,534

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Cathryn A. Berryman
JENKENS & GILCHRIST, A PROFESSIONAL
CORPORATIONStreet Address:
1445 Ross Avenue, Suite 3200City:
Dallas

State: TX Zip: 75202

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☐ Authorized to be charged to credit card
(Form 2038 enclosed)

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.Cathryn A. Berryman
Name of Person Signing

Signature

July 1, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 10

11-18-2003

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		RE:	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
102603016			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <u>11-4-03</u> K2 Snowshoes, Inc.		2. Name and address of receiving party(ies) Name: <u>Bank One, N.A.</u> Internal Address: _____ Street Address: <u>1717 Main Street, 3rd Floor</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u>	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
Execution Date: <u>10/16/03</u>			
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) <u>See attached list</u> B. Patent No.(s) <u>See attached list</u>			
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Cathryn A. Berryman</u> Internal Address: _____ Street Address: <u>Jenkins & Gilchrist, P.C.</u> <u>1445 Ross Ave., Suite 3200</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202</u>		6. Total number of applications and patents involved: <u>15</u> 7. Total fee (37 CFR 3.41).....\$ <u>600.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>10-0447 (underpayment/overpayment)</u>	
DO NOT USE THIS SPACE			
9. Signature. <u>Cathryn A. Berryman</u> Name of Person Signing		 Signature Date: <u>11-10-03</u>	
Total number of pages including cover sheet, attachments, and documents: <u>10</u>			

11/17/2003 EDOOPER 00000042 5916388

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule 1
to
Patent Security Agreement

Patents

Owner of Record	Country of Origin	Patent Identification	Application No./Registration No.	Filing/Registration Date	Issue Date	Expiration Date
K2 Snowshoes, Inc.	U.S.A.	HEEL CLEAT FOR SNOWSHOE	5,918,388	01/21/1998	07/06/1999	01/21/2018
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE FOR RECEIVING CRAMPONS	5,901,471	01/21/1998	05/11/1999	01/21/2018
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE HARNESS	5,918,387	01/21/1998	07/06/1999	01/21/2018
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE WITH CONTOURED FOOTBED	5,687,491	01/26/1996	11/18/1997	01/26/2016
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE	5,259,128	02/01/1991	11/09/1993	02/01/2011
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE WITH HEEL ENTRAPMENT BINDING	5,787,612	02/24/1997	08/04/1998	02/24/2017
K2 Snowshoes, Inc.	U.S.A.	COMPOSITE SNOWSHOE	5,809,668	10/30/1997	09/22/1998	10/30/2017
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE CONSTRUCTION	6,006,453	04/02/1999	12/28/1999	04/02/2019
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE WITH CAM LOCK BUCKLE	6,526,629	01/28/2000	03/04/2003	01/28/2020
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE WITH INTEGRALLY MOLDED AND SUPPORTED HINGE PIN	6,003,249	03/01/1999	12/21/1999	03/01/2019
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE WITH ADJUSTABLE BINDINGS	5,970,632	02/01/1999	10/26/1999	02/01/2019
K2 Snowshoes, Inc.	U.S.A.	STEP-IN SNOWSHOE BINDING SYSTEM	2003/0061740	09/28/2001	04/03/2003	09/28/2021
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE WITH FRONT AND REAR CLEATS	6,505,423	12/22/1997	01/14/2003	12/22/2017
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE CONSTRUCTION	6,226,899	12/23/1999	05/08/2001	12/23/2019
K2 Snowshoes, Inc.	U.S.A.	SNOWSHOE AND SNOWSHOE ACCESSORY	5,253,437	08/22/1991	10/19/1993	08/22/2011

PATENT SECURITY AGREEMENT

(K2 Snowshoes, Inc.)

This Patent Security Agreement (this "Agreement") is between K2 Snowshoes, Inc., a Delaware corporation (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 16th day of October, 2003.

DEBTOR:

K2 SNOWSHOES, INC.

By: 

Name: Monte H. Baier

Title: Vice President & General Counsel

SECURED PARTY:

BANK ONE, NA, as Agent

By: _____

Name: _____

Title: _____

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.

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DEBTOR:

K2 SNOWSHOES, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK ONE, NA, as Agent

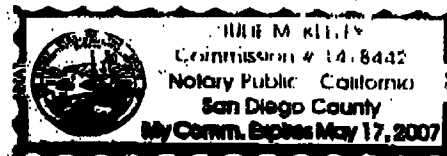
By: 
Name: JAMES GULGONE
Title: DIRECTOR

ACKNOWLEDGMENTSTATE OF CALIFORNIA)COUNTY OF SAN DIEGO)

This instrument was acknowledged before me this 16th day of October, 2003, by MONTE H. BAUER, as VP & General Counsel of K2 Snowshoes, Inc., a Delaware corporation.

{Seal}

Julie M. Kelley
Notary Public in and for the State of California

My commission expires: 5-17-07

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of October, 2003, by _____, as _____ of Bank One, NA, a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this ____ day of October, 2003, by _____, as _____ of K2 Snowshoes, Inc., a Delaware corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF IL)COUNTY OF COOK)

This instrument was acknowledged before me this 24th day of October, 2003, by James Gurgens as Director of Bank One, NA, a national banking association, on behalf of such banking association.

{Seal}


Notary Public in and for the State of ILMy commission expires: 7/30/07

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to
Patent Security Agreement

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Patent Licenses

Name of Agreement and Parties thereto	Patent	Application No./ Registration No.	Date of Agreement
None.			

PATENT SECURITY AGREEMENT (K2 Snowshoes, Inc.) - Page 5
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