

03-22-2004



102700303

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

1. Name of conveying party(ies):

JT USA LLC

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

3. Nature of conveyance:

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

Execution Date: 02/12/04

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address: _____

Street Address: 1717 Main Street, 3rd Floor

City: Dallas State: TX 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 application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 5642530

Additional numbers attached? ☐ Yes ☒ No

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

Name: Cathryn A. Berryman

Internal Address: _____

Street Address: Jenkins & Gilchrist, P.C.

1445 Ross Ave., Suite 3200

City: 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

8. Deposit account number:

10-0447 (under/over payment)

DO NOT USE THIS SPACE

9. Signature.

Cathryn A. Berryman

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231OPR/FINANCE
2004 MAR 18 AM 7:23

03/19/2004 NEE/ACME 0000015 5642530

01 FC-8021

PATENT SECURITY AGREEMENT
(JT USA LLC)

This Patent Security Agreement (this "Agreement") is between JT USA LLC, a Delaware limited liability company (f/k/a JT USA, 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.

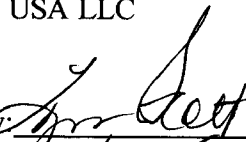
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

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 12th day of February, 2004.

DEBTOR:

JT USA LLC

By: 
Name: Lynn Scott
Title: President

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.

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 12th day of February, 2004.


DEBTOR:

JT USA LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

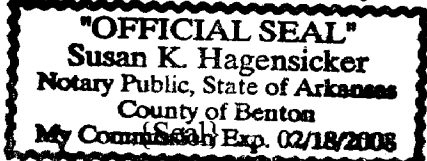
BANK ONE, NA, as Agent

By:  _____
Name: JAMES GUINN
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF Arkansas)
)
COUNTY OF Benton)

This instrument was acknowledged before me this 24th day of February, 2004, by
Lynn Scott, as President of JT USA LLC, a
Delaware limited liability company.



Susan K. Hagensicker
Notary Public in and for the State of Arkansas

My commission expires: 2/18/08

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of February, 2004, 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 February, 2004, by _____, as _____ of JT USA LLC, a Delaware limited liability company.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF IL)
COUNTY OF COOK)

[Signature] This instrument was acknowledged before me this 2nd day of March, 2004, by DIRECTOR, as DIRECTOR of Bank One, NA, a national banking association, on behalf of such banking association.



[Signature]
Notary Public in and for the State of IL

My commission expires: 7/30/07

Schedule I
to

Patent Security Agreement

Patents

Owner of Record	Country of Origin	Patent Identification	Application No./ Registration No.	Filing/ Registration Date	Issue Date	Expiration Date
JT USA LLC	USA	Non-fogging goggles	5,642,530		7/1/97	

Patent Licenses

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