

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

<p>1. Name of conveying party(ies): DnB NOR Bank ASA f/k/a Union Bank of Norway</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: Brooks Sports, Inc.</p> <p>Address: 19820 North Creek Parkway, Suite 200, Bothell, Washington 98011</p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other - Release of Security Interest</p> <p>Execution Date: November 24, 2004</p>	<p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation - Washington</p> <p><input type="checkbox"/> Other - _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s):</p> <p>A. Patent Application No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Patent No.(s) 5097607, 4934072, 5052130, 5191727</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley M. Smith, Senior Legal Assistant Kirkland & Ellis LLP 153 East 53rd Street New York, NY 10022-4675 Phone (212) 446-4727, Facsimile (212) 446-4900</p>	<p>6. Total number of applications and patents involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ 160</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. <input checked="" type="checkbox"/> Charge to Deposit Account No. 111098</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Hayley M. Smith Hayley Smith 12/1/04

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: _____

CH \$160.00 111098 5097607

DnB NOR

RELEASE OF SECURITY INTERESTS IN PATENTS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS (this "Release") is made as of 24th of November, 2004 ("**Effective Date**") by and between **BROOKS SPORTS, INC.**, a Washington Corporation with executive offices at 19820 North Creek Parkway, Suite 200, Bothell, Washington, 98011, USA ("**Grantor**"), and **DnB NOR Bank ASA**, enterprise number 984 851 006, (the result of the merger between Den norske Bank ASA and Union Bank of Norway whereby Union Bank of Norway acquired all of the assets and liabilities of Den norske Bank ASA as universal successor in title by operation of law. Union Bank of Norway has now changed its name to DnB NOR Bank ASA), a Norwegian banking corporation with executive offices located at Kikegaten 18, 0107 Oslo, Norway ("**Grantee**").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated January 2, 1993 (the "**Security Agreement**"), Grantor granted to Grantee a continuing security interest in and a continuing lien upon, and assigned to Grantee as security, among other items, all of Grantor's right, title and interest in and to all existing and future patents, patent applications, and inventions upon which patent or design applications have not yet been filed (collectively, the "**Patents**"), including, without limitation, the United States patents set forth on Exhibit A attached hereto;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 1993, at Reel 6412, Frames 264 to 280;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. RELEASE. The parties acknowledge that each is of the belief that prior to the Effective Date the Security Agreement was terminated, that any and all security interests which Grantee may have had against the Patents were terminated, cancelled and released, and that any rights Grantee may have had in the Patents were reassigned to Grantor. To the extent the foregoing has not occurred, Grantee hereby terminates the Security Agreement, hereby terminates, cancels and releases any and all security interests it has against the Patents, and hereby reassigns any rights it may have in the Patents to Grantor.

2. REPRESENTATIONS AND WARRANTIES. Grantee hereby represents and warrants that:

2.1 it has the full power and authority to execute this Release;

2.2 it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Patents; and

DnB NOR

2.3 it has not recorded or otherwise evidenced its security interest with respect to any patent or patent application of Grantor other than those of the foregoing set forth on Exhibit A (attached hereto), in any jurisdiction throughout the world.

3. **FURTHER ASSURANCES.** Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

p-p. DnB NOR Bank ASA

By:  _____

Name: Linda Sandberg
Title: Senior Vice President

I hereby certify that this document is signed by Linda Sandberg and that she is authorized to sign this document singly as per power of procuracy on behalf of DnB NOR Bank ASA, enterprise number 984 851 006 according to the Certificate of Registration from the Register of Business Enterprises in Brønnøysund, dated 16.10.2004. The signature is certified on the basis of signatures deposited in our register of signatories.

Oslo byfogd og notarius publicus this 24th day of November 2004.

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Exhibit A

UNITED STATES PATENTS

	PATENT No. / ISSUANCE DATE
Fluid Forefoot Footwear	5097607 03/24/92
Fluid Dynamic Shoe	4934072 06/19/90
Spring-Plate Shoe	5052130 10/01/91
Propulsion Plate Hydrodynamic Footwear	5191727 03/09/93

The undersigned Notary Public hereby certifies that Linda Sandberg has signed the document.
The signature is certified on the basis of the signature deposited in our register of signatories.
Oslo, Norway, 24 November 2004



Notary Public
Marianne Ofstad
farsetekonsulent





Brønnøysundregistrene

THE BRØNNØYSUND REGISTER CENTRE

DnB NOR ASA
Direksjonsssekretariatet
Attn: Birgitte Teigland
0021 OSLO

Your ref. Birgitte Teigland	Our ref. 220/04 SB-GKL	Files	Date 2004-02-02
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CONFIRMATION

GJENSIDIGE NOR SPAREBANK ASA, organization number 984 851 006 (operating as Union Bank of Norway abroad) - **DEN NORSKE BANK ASA**, organization number 810 506 482

The Brønnøysund Register Centre hereby confirms:


- 1) That the merger of the two banks has been registered in the Register of Business Enterprises on 19 January 2004,
- 2) That pursuant to the registration of the merger, Gjensidige NOR Sparebank ASA (operating abroad under the name Union Bank of Norway in accordance with its Articles of Association) acquires all of the assets and liabilities of Den norske Bank ASA as universal successor in title by operation of law,
- 3) That Gjensidige NOR Sparebank ASA has changed its name to DnB NOR Bank ASA,
- 4) That Den norske Bank ASA was dissolved and has now been struck off from the Register of Business Enterprises.

BRØNNØYSUNDREGISTRENE - Opplysningsavdelingen
THE BRØNNØYSUND REGISTER CENTRE - The Department of Distribution


Torunn Meosli
Head of Section




Grete K. Lund
Junior Executive Officer


Erik Fossum
Notary Public
for the Brønnøysund Register Centre



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