

06-09-2004

Form PTO-1595
(Rev. 10/02)

REC

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PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

SATV, LLC

6/1/04

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 1717 Main Street, 3rd Floor

City: Dallas State: TX Zip: 75201

Execution Date: 04/19/04

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) _____

Please see attached

B. Patent No.(s) _____

Please see attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Andre M. Szuwalski

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: 24

7. Total fee (37 CFR 3.41).....\$ 960.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0447 (under/over payment)

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9. Signature.

Andre M. Szuwalski

Name of Person Signing

00000073 10320675

Signature

Date

6/3/04

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

06/08/2004 DBYRNE

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960.00

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

PATENT
REEL: 015418 FRAME: 0678

Schedule 1
to
Patent Security Agreement
Patents

Mark	Jurisdiction	Current Owner	Reg./App. No.	Reg./App. Date	Status
New Fin Grip	United States	SATV, LLC	10,320,675	12/17/2002	Pending
Gun	United States	SATV, LLC	10,462,052	6/16/2003	Pending
Scabbard	United States	SATV, LLC	10,647,181	8/25/2003	Pending
Portable Radio Mount	United States	SATV, LLC	6,536,794	3/25/2003	Registered
Hitches	United States	SATV, LLC	6,382,488	5/7/2002	Registered
Wing Grip Pro Base	United States	SATV, LLC	10,094,858	3/12/2002	Pending
All Terrain Vehicle Bag	United States	SATV, LLC	DES 386,298	11/18/1997	Registered
Fin Grip Clip	United States	SATV, LLC	DES 386,304	11/18/1997	Registered
Fin Grip Holder	United States	SATV, LLC	5,078,279	1/7/1992	Registered
Vehicle Clip	United States	SATV, LLC	10,347,269	1/21/2003	Pending
Bino Pouch	United States	SATV, LLC	10,345,542	1/17/2003	Pending
Pro Bino Manager	United States	SATV, LLC	10,298,099	11/18/2002	Pending
Seat Cushion	United States	SATV, LLC	10,379,502	3/5/2003	Pending
Molded Foam Hand Protector	United States	SATV, LLC	10,379,501	3/5/2003	Pending
Thumb Assist Pro Adjustable	United States	SATV, LLC	6,547,113 B1	4/15/2003	Registered
Snowmobile Bag	United States	SATV, LLC	10,098,722	3/18/2002	Registered
Fin Grip Air Ride	United States	SATV, LLC			

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Fin Grip Base	United States	SATV, LLC	5,915,572	6/29/1999	Registered
Thumb Assist	United States	SATV, LLC	D446488	8/14/2001	Registered
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Handlebar Bracket	United States	SATV, LLC	6,484,913	11/26/2002	Registered
Fin Grip Pro Base	United States	SATV, LLC	10,035,290	1/3/2002	Pending
Wing Thing	United States	SATV, LLC	5,898,975	5/14/1999	Registered
Three Way Bag	United States	SATV, LLC	5,890,639	4/6/1999	Registered
Thumb Assist	United States	SATV, LLC	6,494,113	12/17/2002	Registered

PATENT SECURITY AGREEMENT
(SATV, LLC)

This Patent Security Agreement (this "Agreement") is between SATV, LLC, a Delaware limited liability company (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 19th day of April, 2004.

DEBTOR:

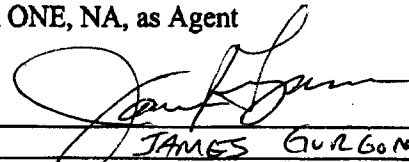
SATV, LLC

By: STEARNS, INC., its Sole Member

By: 
Name: John J. Rangel
Title: Senior Vice President and
Treasurer

SECURED PARTY:

BANK ONE, NA, as Agent

By: 
Name: JAMES GURGONE
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

This instrument was acknowledged before me this 19th day of April, 2004, by John J. Rangel, as Senior Vice President and Treasurer of SA Stearns, Inc., a Minnesota corporation.



Kristin K. Farrell
Notary Public in and for the State of California

My commission expires: October 7, 2007

STATE OF IL)
)
COUNTY OF Cook)

This instrument was acknowledged before me this 25 day of May 2004, by James Gurgue as Director of Bank One, NA, a national banking association, on behalf of such banking association.



Gloria Jones-Tisdale
Notary Public in and for the State of IL

My commission expires: 07/30/07

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