

MAIL STOP ASSIGNMENTS

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<div>ONLY PATENTS & PAT. APPLNS.</div> <div>PAT. APPLNS. & PATENTS ONLY</div> <div>To the Commissioner for Patents, Mail Stop Assignment Branch, P.O. Box 1450, Alexandria, VA 22313-1450</div> <div>SIR: Please record the attached original document or copy thereof on which the particulars are:</div>	
1. Name of conveying party(ies) (assignor(s)): <div>Brooks Sports, Inc.</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</div>	
2. Name and Address of Party(ies) receiving an interest (assignee(s)): <div>Address: Fleet Capital Corporation</div> <div>300 Galleria Parkway, Suite 800, Atlanta, GA 30339</div> <div>Country: United States</div> <div>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</div>	
3. Nature of Conveyance: <div><input type="checkbox"/> Assignment Execution Date(s): 01/31/05</div> <div><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Verified Translation</div> <div><input checked="" type="checkbox"/> OTHER: Security Agreement</div>	
4. Execution date(s) on the Declaration if filed herewith: N/A	
4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
A. Patent Application No(s). (series code/serial number)	B. Patent No(s). See Schedule A of Security Agreement
5. Name and address of party to whom correspondence concerning document should be mailed: J. Michael Martinez de Andino, Esq. HUNTON & WILLIAMS LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219-4074 (804) 788-7216 telephone (804) 343-4549 facsimile	6. Number involved: Appls ____ + Pats 6 = Total 6 7. Amount of \$240.00 fee is to be charged to Deposit Account No. 08-3436. 8. If above fee is an inadequate charge or the check is detached from the filing, insufficiency to be charged to Deposit Account Number 08-3436 (duplicate sheet not required.)
5.5 Atty. Dkt. 53824.000033	
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. <div>Signature</div> <div>Attorney: David E. Baker, Esq.</div> <div>Reg. No. 42,285</div> <div>Tel: (804) 788-8762 Fax: (804) 343-4598</div>	
<div>10. Total number of pages including this cover sheet (Do NOT file dup. cover sheet)</div> <div>6</div>	
Date: February 17, 2005	

CH \$240.00 083436 6704137

Schedule A
Intellectual Property Rights
UNITED STATES PATENTS

PATENT TITLE	PATENT APPLICATION NO./ FILING DATE	PATENT REGISTRATION NO./ ISSUANCE DATE
1. Shoe Having Hydrodynamic Pad	08/576958 12/22/95	5704137 01/06/98
2. Fluid Forefoot Footwear	520373 05/07/90	5097607 03/24/92
3. Shoe Having Cushioning Means Localized in High Impact Zones	09/151881 09/11/98	6065230 05/23/00
4. Fluid Dynamic Shoe	07/339198 04/14/89	4934072 06/19/90
5. Propulsion Plate Hydrodynamic Footwear	07/743483 08/08/91	5191727 03/09/93
6. Spring-Plate Shoe	07/510671 04/18/90	5052130 10/01/91

(iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing to the Assignor,

(v) all rights corresponding to any of the foregoing throughout the world, and

(vi) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on the Patent Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Agreement coupled with the Loan Agreement (and its exhibits) constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations regarding the subject matter herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of January 31, 2005.

BROOKS SPORTS, INC.

By:



Name:

David N. Bohan

Title:

Sr. VP, COO & CFO

STATE OF WASHINGTON)
) ss.:
 COUNTY OF KING)

This 31 day of January, 2005 personally came before me, a Notary Public in and for said County and State, King County who, being by me duly sworn, says that he/she is the S. VP, Sec and CFO of Brooks Sports, Inc., that he/she signed the foregoing instrument on behalf of said entity by his authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.

WITNESS my hand and official seal.

Joanne C. Anderson
 Notary Public

My Commission Expires:

Sept '06

[NOTARIAL SEAL]

