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United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

6737-82

(4)

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Bravo Sports

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 30, 2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Madison Capital Funding LLC, as  
Internal Address: \_\_\_\_\_ agent

Street Address: 30 S. Wacker

City: Chicago

State: IL

Country: US Zip: 60606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**6. Total number of applications and patents involved:** 20

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 800**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

**9. Signature:**

Laura Konrath

Signature

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**SCHEDULE 1**  
**to**  
**Patent Security Agreement**

*Continuation  
Item 4*

**U.S. PATENTS**

<b>Title</b>	<b>Patent No./ Issue Date</b>	<b>Applic. No./ Filing Date</b>
Pre-pressurized in-line skate wheel	5,641,365 6/24/1997	08/595,844 2/2/1996
Hollow core in-line skate wheel having contour conforming polyurethane wall	5,908,519 6/1/1999	08/680,728 7/12/1996
Polyurethane skate wheel with shaped foam core	5,922,151 7/13/1999	08/890,097 7/11/1997
Pre-pressurized polyurethane skate wheel	6,085,815 7/11/2000	08/975,809 7/10/1997
Hollow core pneumatic wheel having contour conforming polyurethane wall	6,102,091 8/15/2000	08/897,988 7/10/1997
In-line roller skate assembly	5,470,086 11/28/1995	08/188,235 1/28/1994
In-line roller skate wheel	6,655,747 12/2/2003	09/910,553 7/20/2001
Wheel with a semi-permanently enclosed annular material	5,733,015 3/31/1998	08/566,840 12/4/1995
Wheel	D330,884 11/10/1992	07/803,368 12/6/1991
Wheel	D339,320 9/14/1993	07/803,369 12/6/1991
Design for wheel hub	D398,691 9/22/1998	29/056,877 7/10/1996
Design for wheel hub	D398,690 9/22/1998	29/055,209 5/31/1996
Modular skate park system	6,672,968 01/06/2004	10/252,293 9/23/2002
Obstacle assembly for bikes, skateboards and rollerblades	6,551,192 4/22/2003	10/157,637 5/29/2002
Knock-down grind rail for skateboards and rollerblades	6,547,221 4/15/2003	09/991,811 11/23/2001
Knock-down quarter pipe for skateboarders, bikers and in-line skaters	6,782,557 8/31/2004	10/282,848 10/29/2002
Launch ramp	D477,045 7/8/2003	29/160,539 5/13/2002

CHI:1743771.1

<b>Title</b>	<b>Patent No./ Issue Date</b>	<b>Applic. No./ Filing Date</b>
Ventilated boot	D355,523 2/21/1995	29/009,429 6/14/1993
Helmet having improved safety features	6,029,283 2/29/2000	09/260,861 3/1/1999
Wheel with a semi-permanently enclosed annular material	5,733,015 3/31/1998	08/566,840 12/4/1995

CHI:1743771.1

EXECUTION VERSION 4

**PATENT SECURITY AGREEMENT****(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)**

WHEREAS, Bravo Sports, a California corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 30<sup>th</sup>, 2006 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June \_\_, 2006 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor'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 arising or acquired:

(i) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

CHI:1743771.1

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent representing Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

BRAVO SPORTS

By:   
Name:  
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

{Signature Page to Patent Security Agreement}

PATENT  
REEL: 018515 FRAME: 0049

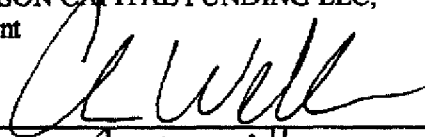
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

BRAVO SPORTS

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Chris Williams  
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT  
REEL: 018515 FRAME: 0050

**PATENT**

**REEL: 018515 FRAME: 0051**



**SCHEDULE 1**  
to  
**Patent Security Agreement**

**U.S. PATENTS**

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Wheel with a semi-permanently enclosed annular material	5,733,015 3/31/1998	08/566,840 12/4/1995

CHE:1743771.1

## U.S. PATENT APPLICATIONS

None.

## PATENT LICENSES<sup>1</sup>

	<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
<u>As Licensee:</u>	License Agreement	Flowlab and Bravo Sports	March 29, 2005
	License Agreement	Body Glove International, LLC and Bravo Sports	July 1, 2005
	Patent License Agreement	Michael Mapp and Compass Outdoor Products, Inc., later assigned by Compass Outdoor Products, Inc. to Bravo Sports and consented to by Michael Mapp under Consent to Assignment of License dated January 13, 2006	November 25, 2003
<u>As Licensors:</u>	None.		

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<sup>1</sup> Subject to confirmation by Bravo Sports.

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October 30, 2006

**VIA TELECOPIER**

U.S. Patent & Trademark Office  
Assignment Division  
Box Assignments  
1213 Jefferson Davis Hwy.  
Suite 320  
Washington, DC 20231

**Re: Client #6737/82 - Madison Capital/Bravo Sports**

Dear Commissioner:

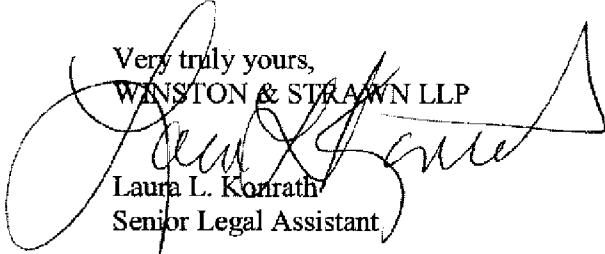
Enclosed is a Patent Security Agreement. Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$800 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to [lkonrath@winston.com](mailto:lkonrath@winston.com)

Should you require any additional information, please do not hesitate to call.  
Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN LLP

  
Laura L. Konrath  
Senior Legal Assistant

LLK:cl  
Enclosures

# WINSTON & STRAWN LLP

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44-020-7429-0000

Fax Number: 312-558-5700

FROM: Laura Konrath  
312-558-6352

DATE: October 30, 2006

CHARGEBACK:

11028

6737/82

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13 pages

## COMMENTS

## CONFIRMATION OF RECEIPT REQUESTED

Enclosed: -Facsimile Cover Sheet  
 -Cover Letter  
 -Recordation Cover Sheet  
 -Schedule of U.S. Patents  
 -Patent Security Agreement

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CHI:1430810.1