

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the list of patents for Security Agreement dated March 30, 1998 previously recorded on Reel 009342 Frame 0379. Assignor(s) hereby confirms the due to a clerical error, application no: 08/075653 should be deleted from the list of patents.
CONVEYING PARTY DATA	
Name	Execution Date
EVENFLO & SPALDING HOLDINGS CORPORATION	03/30/1998
SPALDING & EVENFLO COMPANIES, INC.	03/30/1998
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION AS ADMINISTRATIVE AGENT
Street Address:	1455 MARKET STREET
Internal Address:	12TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	08075653
CORRESPONDENCE DATA	
Fax Number:	(513)381-0205
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-357-9406
Email:	shelton@taftlaw.com
Correspondent Name:	Sharon Shelton
Address Line 1:	425 Walnut Street
Address Line 2:	Suite 1800
Address Line 4:	Cincinnati, OHIO 45202-3957
ATTORNEY DOCKET NUMBER:	ECI06-GN003/9342

CH \$40.00 08075653

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**PATENT
 REEL: 023857 FRAME: 0609**

NAME OF SUBMITTER:

Sharon A. Shelton

Total Attachments: 3

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FORM PTO-1565

RE

08-27-1998

RET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RESUB.



100767650

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

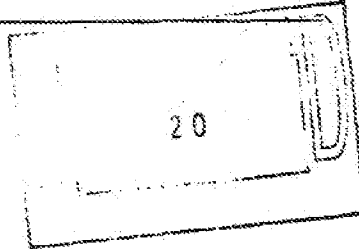
1. Name of conveying party(ies):

EVENFLO & SPALDING HOLDINGS CORPORATION
SPALDING & EVENFLO COMPANIES, INC.
EVENFLO COMPANY, INC.
ETONIC WORLDWIDE CORPORATION
LISCO, INC.
S&E FINANCE CO., INC.
SPALDING SPORTS CENTERS, INC.
ETONIC LISCO, INC.
LISCO FURNITURE, INC.
LISCO FEEDING, INC.
LISCO SPORTS, INC.

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

Name: BANK OF AMERICA NATIONAL TRUST
& SAVINGS ASSOCIATION
as Administrative Agent

Internal Address:



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

3. Nature of conveyance: MAD 5-30-98

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

Street Address: 1455 Market Street, 12th Floor

City: San Francisco State: CA ZIP: 94103

Execution Date: March 30, 1998

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: _____

Application Number: _____

Registration Number: _____

SEE ATTACHED LIST

SEE ATTACHED LIST

Additional numbers attached? Yes No

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

Name: Norm A. Whittemore

Internal Address: Mayer, Brown & Puh

Street Address: 2000 Pennsylvania Ave., N.W.

Suite 2900

City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved: 894

7. Total fee (37 CFR 3.41) \$64,920.00
(Overpayment of \$3,750.00 Refund Requested)

Enclosed (Check No. 018714)

Authorized to be charged to deposit account

8. Deposit account number: 35760E

(Attach duplicate copy of this page if paying by deposit account)

4870.00

06/02/1998 DCARTES 00000001 380973

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35760.00 DP

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.

Norm A. Whittemore
Name of Person Signing

Norm A. Whittemore
Signature

May 21, 1998
Date

Total number of pages including cover sheet, attachments and documents: 232

PATENT

REEL: 9342 FRAME: 0379

06/02/1998 DCARTES 00000123

CHECK Refund Total:

PATENT

REEL: 023857 FRAME: 0611

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 30, 1998, among EVENFLO & SPALDING HOLDINGS CORPORATION, a Delaware corporation ("*Holdings*"), SPALDING & EVENFLO COMPANIES, INC., a Delaware corporation (the "*Borrower*"), the undersigned Subsidiaries of the Borrower (each a "*Subsidiary Grantor*" and collectively, the "*Subsidiary Grantors*"; *Holdings*, the Borrower and the Subsidiary Grantors, collectively, the "*Grantors*") and BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION ("*BofA*"), as administrative agent (in such capacity, the "*Administrative Agent*") for the lenders (the "*Lenders*") from time to time parties to the Liquidity Facility dated as of March 30, 1998 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Liquidity Facility*"), among the Borrower, the Lenders, Merrill Lynch Capital Corporation, as documentation agent (in such capacity, the "*Documentation Agent*") for the Lenders, NationsBank N.A. South, as syndication agent (in such capacity, the "*Syndication Agent*") and the Administrative Agent.

W I T N E S S E T H

WHEREAS, pursuant to the Liquidity Facility, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, (a) *Holdings* owns 100% of the capital stock of the Borrower, (b) each Subsidiary Grantor is a Subsidiary of the Borrower and (c) *Holdings* and each Subsidiary Grantor has, pursuant to the Guaranty, guaranteed to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, endorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, the proceeds of the Loans will be used in part to enable the Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, *Holdings*, the Borrower and the Subsidiary Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the Loans; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrower under the Liquidity Facility that *Holdings*, the Borrower and the Subsidiary Grantors shall have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties (as defined below) to enter into the Liquidity Facility and to induce the Lenders to make their respective Loans, each of the Grantors hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

3. PATENT APPLICATIONS

D APPLICATION NO: 08/070354 APPLICATION DATE: 04/29/1997
ELECTRONIC TAPE PLAYER ACTIVITY TOY

D APPLICATION NO: 08/070355 APPLICATION DATE: 04/29/1997
ELECTRONIC REMOTE CONTROL ACTIVITY TOY

D APPLICATION NO: 08/074315 APPLICATION DATE: 05/24/1997
SHOE TEETHER

D APPLICATION NO: 08/074946 APPLICATION DATE: 08/13/1997
TIRE TREAD DESIGN FOR THREE-WHEELED STROLLER

D APPLICATION NO: 08/075019 APPLICATION DATE: 08/11/1997
INFANT CHARM TEETHER (HORSESHOE/A-LEAF CLOVER/STAR)

D APPLICATION NO: 08/075020 APPLICATION DATE: 08/11/1997
INFANT FOOD CHARM TEETHER (BACON/TOAST/EGGS)

D APPLICATION NO: 08/075653 APPLICATION DATE: 09/03/1997
IMPROVED INFANT ACTIVITY EXERCISER/ROCKER (D) (EXERCISER BABY)

D APPLICATION NO: 08/076418 APPLICATION DATE: 09/11/1997
PLAYYARD WITH TWO RIGHT ANGLE CROSS BARS (D)

APPLICATION NO: 08/077078 APPLICATION DATE: 09/26/1997
COMBO DIAPER BAG/BABY PACK