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To the Honorable Commissioner of Patents



100740621

Attached original documents or copy the following

1. Name of conveying party(ies): Outland Sports, Inc. 8675 West 96th Street, Ste. 204 Overland Park, Kansas 66210

2. Name and address of receiving party(ies): Name: IBJ Schroder Bank & Trust Company Internal Address: Street Address: One State Street City: New York State: NY ZIP: 10004

3. Nature of conveyance: XX Security Agreement Execution Date: June 5, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)

4. Application number(s) or patent number(s): A. Trademark Application No.(s) see attached schedule

B. Trademark Registration No.(s) See attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Barbara Bauer Internal Address: Room 2841 DEWEY BALLANTINE LLP Street Address: 1301 Avenue of the Americas City: New York State: NY ZIP: 10019-6092

6. Total number of applications and registrations involved: 11 7. Total fee (\$7 CFR 3.41): \$ 265.00 8. Deposit account number: 04-0952

06/17/1998 DCDATES 00000012 040952 1158863 01 FC:481 40.00 CH 02 FC:482 250.00 CH

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. Barbara Bauer Signature Date: June 12, 1998

SCHEDULE
to Trademark Security Interest Agreement

Trademarks to be Assigned

<u>Mark</u>	<u>Reg. No. (Appl. No.)</u>
Kwik-Sharp Co. & Design	1,168,863
Circe	1,249,150
"Circe" Call of the Wild & Design	1,510,251
K'Meer	1,582,739
Edge-It	1,848,500
Sight Vise	2,030,200
Lohman & Design	2,147,246
Thunder Dome	2,100,076
Outland Sports (pending application)	75/330,307
Feather Flex	2,071,924
Feather Flex & Design	2,028,271

CERTIFICATE OF ACKNOWLEDGEMENT

3

NY—165931.6

TRADEMARK
REEL: 1741 FRAME: 0371

TRADEMARK SECURITY INTEREST AGREEMENT

TRADEMARK SECURITY INTEREST AGREEMENT dated as of June 5, 1998 ("Trademark Security Interest Agreement"), made by Outland Sports, Inc. (the "Assignor") to IBJ Schroder Bank & Trust Company as agent (in such capacity, together with its successors in such capacity, "Agent") for each of the Banks referred to below.

PRELIMINARY STATEMENTS. 1. Reference is made to the Credit Agreement dated as of June 5, 1998, among Outland Sports, Inc. ("Borrower"), each Bank as specified in the Credit Agreement and Agent (the Credit Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement"). The terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Interest Agreement which are used in this Trademark Security Interest Agreement shall have the meanings set forth in the Credit Agreement.

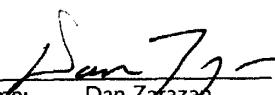
2. Reference is made to the Security Agreement dated as of June 5, 1998 (the Security Agreement, as it may hereafter be amended or otherwise modified from time to time, the "Security Agreement") made by Borrower to Agent for the benefit of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, the Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"), granted to Agent for the benefit of the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, having its address set forth on the signature page hereof, intending to be legally bound, does hereby grant to Agent, with a place of business located at One State Street, New York, New York 10004, for the benefit of the Banks, a security interest in and on all of its right, title and interest in and to each of the respective Trademarks together with the goodwill associated therewith and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by Agent until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Interest Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date above written.

OUTLAND SPORTS, INC.

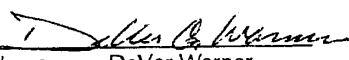
By 
Name: Dan Zarazan
Title: President

Address:

8675 West 96th Street, Suite 204
Overland Park, Kansas 66210

Approved and Accepted:

IBJ SCHRODER BANK & TRUST COMPANY,
As Agent

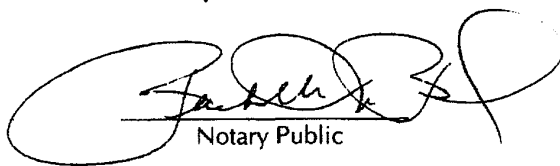
By: 
Name: DeVer Warner
Title: Managing Director

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ^{MISSOURI} NEW YORK: :SS
COUNTY OF ^{JACKSON} NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ⁴ day of ^{May} 1998, personally appeared ^{Don Carson} who being by me duly sworn, deposes and says that he is the ^{President} of Outland Sports, Inc., a ^{Missouri} corporation, and that he, as such ^{President} being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such corporation as such ^{President}.

" NOTARY SEAL "
Rachelle M Biondo, Notary Public
Jackson County, State of Missouri
My Commission Expires 7/31/2000

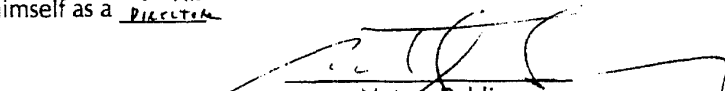

Notary Public

My commission expires:

7/31/2000

STATE OF NEW YORK: :SS
COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ⁹ day of ^{May} 1998, personally appeared ^{DeVer Warr} who being by me duly sworn, deposes and says that he is a ^{MANAGING DIRECTOR} of IBI Schroder Bank & Trust Company, a banking corporation organized under the laws of the United States, and that he, as such ^{MANAGING DIRECTOR} being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as a ^{DIRECTOR}.


Notary Public
MICHAEL S. LUKAJ
Notary Public, State of New York
No. 01LU5057501
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 25, 20 ⁰⁰
My commission expires: