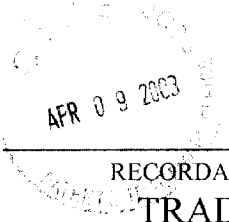


04-14-2003



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(Rev 6-93)



4.9.03

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RECORDATION FORM COVER SHEET

U.S. Department of Commerce

TRADEMARKS ONLY

Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Bank of America, N.A.</p> <p>Individual(s)                      Association General Partnership              Limited Partnership Corporations Other <u>Bank, Financial Institution</u></p> <p>Additional name(s) of conveying party(ies) attached? Yes No</p> <p>3. Nature of conveyance:</p> <p>Assignment                      Merger</p> <p>Security Agreement              Change of Name</p> <p>* Other Release _____</p> <p>Execution Date: <u>April 8, 2003</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Spalding Sports Worldwide, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>425 Meadow Street</u></p> <p>City: <u>Chicopee</u>                      State: <u>MA</u>                      ZIP: <u>01013</u></p> <p>Country: _____</p> <p>Individual(s) citizenship _____ Association _____ General Partnership _____ Limited Partnership _____ * Corporation _____ Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)</p> <p>Additional name(s) &amp; Address(es) attached? Yes * No</p>
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4. Application number(s) or trademark number(s): See Trademarks in Schedule II

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s) See Trademarks in Schedule II	B. Trademark No.(s) See Trademarks in Schedule II
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2294411

Additional numbers attached \* Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u></p> <p>Internal Address: <u>Mayer, Brown, Rowe &amp; Maw</u></p> <p>Street Address: <u>1909 K Street, NW</u></p> <p>City: <u>Washington</u>                      State: <u>DC</u>                      ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>25</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 640.00</u></p> <p>* Enclosed (Check No. 2277__)</p> <p>Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Robert E. Rude II                      [Signature]                      April 9, 2002  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet and document attachments: 6

04/ 1/2003 6TON11 0000093 2294411

01 IC:8521 40.00 DP

02 IC:8522 600.00 DP

TRADEMARK REEL: 002702 FRAME: 0965

PATENTS

Patent	Patent No.	Filing Date	Reel/Frame No.
DYNAMIC SUPPORT SYSTEM FOR ATHLETIC SHOES	4854057	5/22/98	9227/0574
SHOESOLE FOR GOLF SHOE	4885851	5/22/98	9227/0574
GOLF SHOE BOTTOM	D310294	5/22/98	9227/0574
GOLF GLOVE	5251335	5/22/98	9227/0574
GOLF GLOVE	D347910	5/22/98	9227/0574
SOFT SPIKED SOLE FOR GOLF SHOES	D400346	5/22/98	9227/0574
GOLF SHOE CLEAT	D401750	5/22/98	9227/0574
GOLF SHOE CLEAT	D401751	5/22/98	9227/0574
GOLF SHOE CLEAT	D401748	5/22/98	9227/0574
GOLF SHOE CLEAT	D401749	5/22/98	9227/0574
GOLF SHOE CLEAT	D401752	5/22/98	9227/0574
GOLF SHOE CLEAT	D402801	5/22/98	9227/0574
GOLF SHOE CLEAT	D402800	5/22/98	9227/0574
GOLF SHOE CLEAT	D402799	5/22/98	9227/0574
DECORATIVE SHOE PLATE FOR USE ON GOLF SHOES	D405246	3/30/00	010703/0366
COMPOSITE CLEAT FOR ATHLETIC SHOE	5906059	3/30/00	010703/0366
OUTSOLE FOR A GOLF SHOE	D412392	3/30/00	010703/0366
GOLF SHOE OUTSOLE	D416670	3/30/00	010703/0366
GOLF SHOE OUTSOLE	D420209	10/4/00	011137/0449
OUTSOLE FOR GOLF SHOE	D420496	10/4/00	011137/0449
SPIKELESS CLEAT	D421175	10/4/00	011137/0449
ATHLETIC SHOE CLEAT	D424384	10/4/00	011137/0449
SELF-LOCATING SOLE	6092307	11/4/02	013438/0276
COMPOSITE CLEAT FOR ATHLETIC SHOE	6138386	11/4/02	013438/0276
PORTION OF GOLF SHOE OUTSOLE	D432761	11/4/02	013438/0276
GAITER FOR RUNNING SHOE	6148544	11/4/02	013438/0276
CUSHIONING SYSTEM FOR GOLF SHOES	6176025	11/4/02	013438/0276
ARCH PORTION OF A GOLF SHOE OUTSOLE	D436718	11/4/02	013438/0276
RETAILER DISPLAY	D436755	11/4/02	013438/0276
PORTION OF GOLF SHOE OUTSOLE	D437107	11/4/02	013438/0276

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Patent	Patent No.	Filing Date	Reel/Frame No.
PORTION OF A GOLF SHOE OUTSOLE	D441943	11/4/02	013438/0276
ARRANGEMENT OF WEAR BARS ON A GOLF SHOE	D443407	11/4/02	013438/0276
FOOTBED SURFACE DESIGN FOR GOLF SHOES	D446637	5/16/02	012875/0421
GOLF SHOE OUTSOLE WITH BIO-MECHANICALLY POSITIONED WEAR BARS	6289611	5/16/02	012875/0421
COMPOSITE CLEAT FOR ATHLETIC SHOE	6381878	11/4/02	013438/0276
CUSHIONING SYSTEM FOR GOLF SHOES	6381875	11/4/02	013438/0276

Patent	App No.	Filing Date	Reel/Frame No.
BIO-MECHANICALLY EXTENDED HEEL FOR GOLF SHOE	09/320104	3/30/00	010703/0366
VIRTUAL INVENTORY SYSTEM	09/492100	10/4/00	011137/0449
MOLDED SHANK	29/140970	2/13/02	012551/0934
GOLF SHOE OUTSOLE	29/147769	5/16/02	012875/0421

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**TRADEMARKS**

<b>Mark</b>	<b>Registration No.</b>	<b>Filing Date</b>	<b>Reel/Frame No.</b>
AIR TECH 1000	2294411	5/22/98	1739/0001
AIR TECHNOLOGY	2295812	5/3/99	001887/0967
BULLSEYE Design	1362084	5/22/98	1739/0001
DIFFERENCE	2285407	5/3/99	001887/0967
DIFFERENCE	2291171	5/3/99	001887/0967
DIFFERENCE TOUR	2311466	5/3/99	001887/0967
DRI-LITE	1973465	5/22/98	1739/0001
DRP	1548392	5/22/98	1739/0001
EON Design	2179044	5/22/98	1739/0001
EON	2177256	5/22/98	1739/0001
ETONIC	872644	5/22/98	1739/0001
ETONIC	766756	5/22/98	1739/0001
ETONIC	1057749	5/22/98	1739/0001
ETONIC and Design	1328691	5/22/98	1739/0001
ETONIC and Design	1338021	5/22/98	1739/0001
ETONIC	2203651	5/22/98	1739/0001
ETONIC ULTIMATE 2000	2265070	5/3/99	001887/0967
PRO SUPPORT	2313456	5/3/99	001887/0967
ST	2670716	5/3/99	001887/0967
STABILITES	2000345	5/22/98	1739/0001
STABLE AIR PRO	2214210	5/22/98	1739/0001
STRIPE Design	1105166	5/22/98	1739/0001
TECHLEX	1328891	5/22/98	1739/0001
Z Design	1352939	5/22/98	1739/0001

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reel/Frame No.</b>
ST2	75/556578	5/3/99	001887/0967

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release"), dated as of April 8, 2003, is made by Bank of America, N.A., as administrative agent (the "Administrative Agent") under the Credit Agreement (as defined below). All capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement.

WHEREAS, SHC, Inc., a Delaware corporation (originally known as E&S Holdings Corporation, then known as Evenflo & Spalding Holdings Corporation and then Spalding Holdings Corporation, "SHC"), Spalding, Inc., a Delaware corporation ("Spalding"; together with SHC, each a "Borrower" and collectively, the "Borrowers"), and the Administrative Agent entered into that certain Credit Agreement, dated as of September 30, 1996 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Credit Agreement"), among the Borrowers, the Guarantors, the lenders party thereto (the "Lenders"), and the Administrative Agent:

WHEREAS, pursuant to the Guaranty, dated as of September 30, 1996 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Guaranty"), made by Spalding Sports Worldwide, Inc., a Delaware corporation ("SSW") and Lisco Sports, Inc., a Delaware corporation ("Lisco"), in favor of the Administrative Agent for the benefit of the Lenders, SSW guaranteed the Obligations of the Borrowers under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, dated as of March 31, 1998 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Security Agreement"), by the Borrowers, SSW and Lisco in favor of the Administrative Agent for the benefit of the Lenders, SSW granted the Administrative Agent a security interest in the Patents and Trademarks (each as defined in the Security Agreement) of SSW, as well as other collateral;

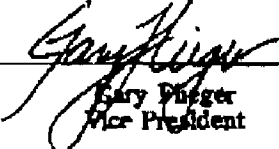
WHEREAS, pursuant to the Asset Purchase Agreement, dated as of April 8, 2003 (the "Purchase Agreement"), between SSW, Lisco (solely as to certain sections specified therein), and Etonic Worldwide LLC (the "Buyer"), SSW is selling and Buyer is buying certain assets of SSW's ETONIC golf shoe and golf glove business, as well as SSW's rights as licensor of the trademark ETONIC for use on athletic shoes, apparel and other products (the "Business"); and

WHEREAS, in connection with the sale of the Business, SSW has requested that the Administrative Agent release its security interest in the Patents and Trademarks set forth on Schedule I attached hereto and made a part hereof (the "Released Patents and Trademarks"), which security interest of the Administrative Agent was recorded in the records of the United States Patent and Trademark Office on the dates and under the Reel and Frame Numbers set forth on Schedule I.

NOW THEREFORE, the Administrative Agent hereby **RELEASES** all of its security interest in the Released Patent and Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Gary Pheger  
Title: Vice President

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TRADEMARK  
REEL: 002702 FRAME: 0970

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF San Francisco )

On this 7<sup>th</sup> day of April 3003, before me, the undersigned, a Notary Public in and for the county aforesaid, personally appeared Gary Kueger to me known personally, and who, being by me duly sworn, deposes and says that s/he is the Vice President of the Administrative Agent as described in and which executed the above instruments, and s/he has been authorized to execute said instrument on behalf of said entity pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

*Steven Posin*

Notary Public

My commission expires: March 4, 2005



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