

10-20-03

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECC



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies): HCC Sports, LLC 333 Holtzman Road Madison, WI 53713

2. Name and address of receiving party(ies) Name: U.S. Bank National Association, as Agent Internal Address: 800 Nicollet Mall, EP-MN-HO4B Street Address: City: Minneapolis State: MN Zip: 55402

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

3. Nature of conveyance: Assignment Security Agreement Other

Individual(s) citizenship Association National Bank General Partnership Limited Partnership Corporation Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE NOTICE ATTACHED HERETO

B. Trademark Registration No.(s) SEE NOTICE ATTACHED HERETO

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed: Name: Julie A. Drewes, Esq. Internal Address: Briggs and Morgan, P.A. Street Address: 2200 IDS Center, 80 South 8th Street City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 80.00 Enclosed Authorized to be charged to deposit account (for deficiency only) 8. Deposit account number: 02-3732 (Attach duplicate copy of this page if paying by deposit account)

10/20/2003 LUPELLER 00000160 76283826

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9. Statement and signature.

Briggs and Morgan, P.A. By: Julie A. Drewes, Esq.

Signature of Julie A. Drewes

October 10, 2003

Name of Person Signing

Signature

Date

Refund Ref: 10/20/2003 LUPELLER 0000131621

Total number of pages including cover sheet, attachments, and documents: 3

CHECK Refund Total: \$15.00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office
Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 10, 2003 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and between HCC SPORTS, LLC, a Wisconsin limited liability company (the "Debtor") in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Agent for the lenders (the "Lenders") from time to time party to a certain Amended and Restated Loan and Security Agreement by and among the Agent, the Lenders and certain affiliates of the Debtor (in such capacity, the "Agent"), the Debtor has granted a continuing security interest in and continuing lien upon, among other things, the trademarks and trademark applications shown below to the Agent:

TRADEMARKS

Owner: HCC SPORTS, LLC				
U.S. Trademarks				
Mark	Serial No.	Registration No. ¹	Date Registered	Goods/Services
PRO-FLOCK	76/283,826	2,540,415	February 19, 2002	clothing, namely, athletic shoes, shirts, jerseys, jackets, sweatshirts, pants, sweat pants, socks, gloves and hats

TRADEMARK APPLICATIONS

Owner: HCC Sports, LLC			
U.S. Trademarks			
Mark	Application No.	Application Date	Goods/Services
BIG TOE SPORTS	75/896,232	January 13, 2000	clothing, namely, athletic shoes, shirts, jerseys, jackets, sweatshirts, shorts, pants, sweatpants, socks, gloves and hats sporting goods, namely soccer balls, soccer goals, and soccer shin guards mail order and online retail store services featuring sporting goods and clothing

The Debtor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms

¹ Registrations are U.S. Federal Registrations unless otherwise noted.

of the Security Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

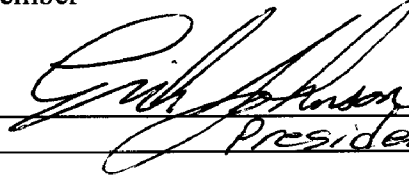
HCC SPORTS, LLC
a Wisconsin limited liability company

By: HY CITE CORPORATION, a Wisconsin
corporation

Its: Member

By:

Its:



President

Acknowledged and accepted:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association, as Agent

By _____
Its _____

of the Security Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

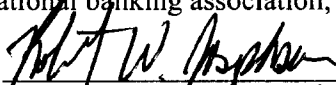
HCC SPORTS, LLC
a Wisconsin limited liability company

By: HY CITE CORPORATION, a Wisconsin
corporation
Its: Member

By: _____
Its: _____

Acknowledged and accepted:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association, as Agent

By 
Its Sr. Vice President