

11-18-2003



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

102603011

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

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

1. Name of conveying party(ies): Woca Acquisition LLC 11-14-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank One, NA
Internal Address:
Street Address: 1717 Main Street, 3rd Floor
City: Dallas State: TX Zip: 75201
Individual(s) citizenship
Association National Banking Associate
General Partnership
Limited Partnership
Corporation-State
Other
Execution Date: 09/23/03

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 09/23/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached list
Additional number(s) attached Yes No

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

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Internal Address:
Street Address: Jenkens & Gilchrist, P.C.
1445 Ross Ave, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 18
7. Total fee (37 CFR 3.41): \$ 465.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
10-0447 (underpayment/overpayment)

DO NOT USE THIS SPACE

9. Signature:
Cathryn A. Berryman
Name of Person Signing

Cathryn A. Berryman 11-10-03
Signature Date

Total number of pages including cover sheet, attachments, and document: 12

11/17/2003 ECUPER 00000047 76292805
01 FC:8521 40.00 OP
02 FC:8522 425.00 OP

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

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OPR/FINANCE

TRADEMARK
REEL: 002865 FRAME: 0382

Trademark Security Agreement

Trademarks

Worth, Inc. Trademarks

Description	Country	FilingDate	AppSerNo	IssueDate	IssueNo	Status
APEX	U.S.	7/31/01	76/292,805			Published for opposition on 5/13/03
Blue Dot	U.S.	1/2/75	1,028,769	12/30/75	1,028,769	Registered
Dream Seam	U.S.	10/8/98	75/567,558	2/29/00	2,323,489	Issued-section 8/15 due 8/29/2005
EST	U.S.	3/23/01	76/230,638	12/11/01	2,517,270	Issued-section 8/15 due 6/11/07
Gold Dot	U.S.	11/17/81	1,225,191	1/25/83	1,225,191	Registered
Green Dot	U.S.	10/12/78	1,213,337	10/19/82	1,213,337	Registered-renewal due 10/19/12
PST	U.S.	4/14/99	75/685,885	3/7/01	2,439,282	Issued-Section 8/15 due 9/27/06
Red Dot	U.S.	1/2/75	1,028,768	12/30/75	1,028,768	Registered
Red Dot & Design	Canada	7/10/75	387,669	6/25/76	214,499	Registered-renewal due 6/25/2006
Reduced Injury Factor	U.S.	5/7/99	75/701,154	3/28/00	2,335,850	Issued-section 8/15 due 3/28/06
RIF	U.S.	5/6/85	1,366,851	10/22/85	1,366,851	Issued-renewal due 10/22/05
Syco	U.S.	5/16/01	76/259,064	10/29/02	2,644,265	Issued-section 8/15 due 4/29/08
Thumper	U.S.	1/21/94	74/482,523	1/17/95	1,873,983	Issued-renewal due 1/17/2005
Triflex	U.S.	4/17/97	75/276,211	10/13/98	2,196,650	Issued-Section 8/15 due
W and design (Miscellaneous design)	U.S.	4/14/03	76/506,189			Pending-waiting for first office
W Worth	U.S.	11/19/91	74/223,146	8/9/94	1,848,826	Renew application by 8/9/04

Description	Country	FilingDate	AppSerNo	IssueDate	IssueNo Status
Wicked	U.S.	1/22/02	76/361,368	Deadline for potential opposer to file	
Worth	Australia	3/4/99	343,566	Renew by 3/4/11	
Worth	Canada	3/14/90	653,260	Issued-renewal due 3/29/2006	
Worth	Dominican	8/15/94	73490	Registered-renew by 8/15/14	
Worth	Taiwan	195602	195602	Renewal	due
Worth	U.S.	5/31/01	76/264,869	Responded to office action by	
Worth	U.S.	9/27/73	73/002,132	Issued-renewal due 11/26/04	
Worth	Venezuela	F-085955	F-085955	Renew	by 1/10/03
Worth & W Design	Canada	3/1/71	340,630	181,767 Issued-renewal due 3/10/17	
Worth W	Mexico	3/10/90	252938	File Use 2/3/03	

TRADEMARK SECURITY AGREEMENT
(Woca Acquisition LLC)

This Trademark Security Agreement ("Agreement") is between Woca Acquisition LLC, a Delaware limited liability company (the "Debtor"), and Bank One, NA, a national banking association (the "Secured Party"), acting in its capacity as contractual representative under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Credit Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among K2 Inc. and each of its Subsidiaries party thereto, the Lenders party thereto, and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Pledge and Security Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party, for the benefit of the Secured Party and the Lenders, a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the U.S. Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party, for the benefit of the Secured Party and the Lenders, to secure the payment of the U.S. Obligations, a continuing security interest, lien, and collateral assignment in all of the Debtor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now

or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the “Trademarks”); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (“Trademark License”); (c) each trademark registration (“Trademark Registration”); and (d) each trademark application (“Trademark Application”) (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

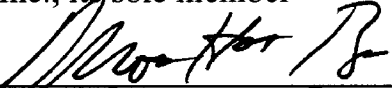
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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 23 day of September, 2003.

DEBTOR:

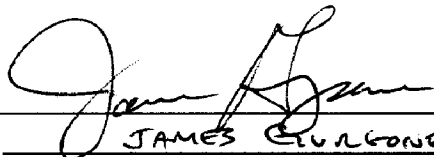
WOCA ACQUISITION LLC

By: K2 Inc., its sole member

By: 
Name: Monte H. Bair
Title: VP + General Counsel

SECURED PARTY:

BANK ONE, NA, as Agent

By: 
Name: JAMES C. LONG
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

This instrument was acknowledged before me this 24th day of September, 2003, by MONTE H. BAUER, as SECRETARY of K2 Inc., on behalf of Woca Acquisition, LLC, a Delaware limited liability. VICE PRESIDENT + GENERAL COUNSEL (initials)

{Seal}

Julie M. Kelley
Notary Public in and for the State of CALIFORNIA

My commission expires: 5-17-03



STATE OF IL)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 24th day of September, 2003, by James Gurgone, as director of Bank One, NA, a national banking association, on behalf of such banking association.

{Seal}

Gloria Jones-Tisdale
Notary Public in and for the State of IL

My commission expires: 7/30/07



Trademark Security AgreementTrademarks**Worth, Inc. Trademarks**

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Worth	Canada	3/14/90	653,260	3/29/91	382,478	Issued-renewal due 3/29/2006
Worth	Dominican		73490	8/15/94	73490	Registered-renew by 8/15/14
Worth	Taiwan		195602		195602	Renewal due
Worth	U.S.	5/31/01	76/264,869			Responded to office action by
Worth	U.S.	9/27/73	73/002,132	11/26/74	999,046	Issued-renewal due 11/26/04
Worth	Venezuela	F-085955	F-085955			Renew by 1/10/03
Worth & W Design	Canada	3/1/71	340,630		3/10/72	181,767 Issued-renewal due 3/10/17
Worth W	Mexico		252938	3/10/90	252938	File Use 2/3/03

Trademark Licenses

1. Supply and License Agreement dated April 30, 2002 between CE Composites Baseball, Inc. and Worth, Inc.
2. Trademark License Agreement dated May 17, 2003 between United States Specialty Sports Association, Inc. and Worth, Inc.
3. License Agreement extended November 16, 2002 between Dixie Baseball/softball and Worth, Inc.
4. License Agreement dated August 31, 1996 between Dixie Youth Baseball, Inc. and Worth, Inc.
5. License Agreement extended March 17, 2003 between Little League Baseball Incorporated and Worth, Inc.
6. 2003 national Softball Association Baseball Licensing Agreement dated January 1, 2003 between National Softball Association and Worth, Inc.
7. Standard Certification Mark License Agreement dated December 21, 2000 between Amateur Softball Association of America, Inc. and Worth, Inc.
8. Bat License Agreement dated January 1, 2003 between United States Specialty Sports Association and Worth, Inc.
9. Certification License and Testing Agreement dated January 1, 2002 between International Softball Federation and Worth, Inc.
10. License Agreement dated September 1, 2002 between Babe Ruth League, Inc. and Worth, Inc.
11. License Agreement undated between National Federation of State High School Associations and Worth, Inc.
12. License Agreement dated June 14, 1999 between The National Operating Committee on Standards for Athletic Equipment and Worth, Inc.
13. License Agreement dated August 27, 2003 between Texas Amateur Athletic Federation and Worth, Inc.
14. License Agreement dated February 7, 2002 between Club K & Co., Inc., Cheri Kempf and Worth, Inc.
15. License Agreement dated May 12, 2003 between BCA Baseball and Worth, Inc.
16. Trademark License Agreement dated January 1, 2000 between Talent Sport, Inc. and Worth, Inc.
17. License Agreement dated September 16, 2003 between Softball Canada and Worth, Inc.
18. Sponsorship Agreement dated October 22, 2001 between Slo-Pitch National Softball Association and Worth, Inc.
19. Settlement Agreement dated April 9, 2001, as amended July 1, 2001, between Spalding Sports Worldwide, Inc. and Worth, Inc.