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

REC TI

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): K2 Licensing & Promotions, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware

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

3. Nature of conveyance:

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

Execution Date: 01/22/04

2. Name and address of receiving party(ies)

Name: Bank One, N.A. Internal Address:

Street Address: 1717 Main Street

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship, Association National Banking Association, General Partnership, Limited Partnership, Corporation-State, Other

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) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

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: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- 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 Signature

3-31-04 Date

Total number of pages including cover sheet, attachments, and document: 11

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01 FC:4521 02 FC:8522

40.00 OP 200.00 OP

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

TRADEMARK REEL: 002944 FRAME: 0669

Schedule 1

Trademarks

Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date
United States	FOTOBALL	1786862	August 10, 1993
Canada	FOTOBALL	TMA578510	August 20, 2001
France	FOTOBALL	1 758 373	January 25, 2002
United States	HEADS UP	2122323	December 16, 1993
United States	FOTOTIRE	2104038	October 7, 1997
United States	TAKE THE GAME HOME	2486512	September 11, 2001
United States	LIL BOBBER	2730459	June 24, 2003
United States	PHOTOBALL	2170684	July 7, 1998
United States	LITTLE BIG SPORTS	78256527	May 30, 2003
United States	GAME TIME	78317269	October 22, 2003
United States	GET YOUR HEAD IN THE GAME	78317271	October 22, 2003

TRADEMARK SECURITY AGREEMENT
(K2 LICENSING & PROMOTIONS, INC.)

This Trademark Security Agreement ("Agreement") is between K2 Licensing & Promotions, Inc., a Delaware corporation (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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 22 day of January, 2004.

DEBTOR:

K2 LICENSING & PROMOTIONS, INC.

By:  _____

Name: Monte H. Barer

Title: Vice President & General Counsel

SECURED PARTY:

BANK ONE, NA, as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 22 day of January, 2004.

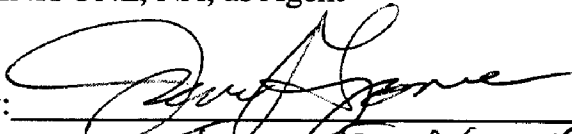
DEBTOR:

K2 LICENSING & PROMOTIONS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK ONE, NA, as Agent

By: 
Name: JAMES GURGONE
Title: DIRECTOR

ACKNOWLEDGMENT

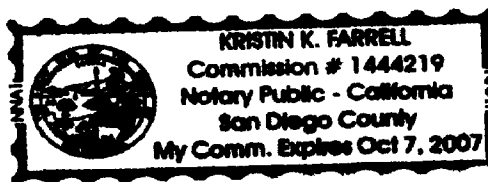
STATE OF California)
)
COUNTY OF San Diego)

This instrument was acknowledged before me this 4th day of March, 2004, by Monte H. Baier, as Vice President + General Counsel of K2 Licensing & Promotions, Inc., a Delaware corporation.

{Seal}

Kristin K. Farrell
Notary Public in and for the State of California

My commission expires: October 7, 2007



STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of March, 2004, by _____, as _____ of Bank One, NA, a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this ___ day of March, 2004, by _____, as _____ of K2 Licensing & Promotions, Inc., a Delaware corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF IL)

COUNTY OF Cook)

This instrument was acknowledged before me this 18th day of March, 2004, by James Gurgone, as Director of Bank One, NA, a national banking association, on behalf of such banking association.

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



My commission expires: 07/30/07

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date
K2 Licensing & Promotions, Inc.	United States	FOTOBALL	1786862	August 10, 1993
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K2 Licensing & Promotions, Inc.	United States	TAKE THE GAME HOME	2486512	September 11, 2001
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K2 Licensing & Promotions, Inc.	United States	PHOTOBALL	2170684	July 7, 1998
K2 Licensing & Promotions, Inc.	United States	LITTLE BIG SPORTS	78256527	May 30, 2003
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