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

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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):
SATV, LLC

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 04/19/04

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: 75202

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National banking association

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) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,096,565

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman
Internal Address: _____

Street Address: Jenkins & Gilchrist, P.C.
1445 Ross Ave, Suite 3200

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
10-0447 (underpayment/overpayment)

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9. Signature.
Cathryn A. Berryman Cathryn Berryman 6/3/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK REEL: 002985 FRAME: 0114

TRADEMARK SECURITY AGREEMENT
(SATV, LLC)

This Trademark Security Agreement ("Agreement") is between SATV, 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.

[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 19th day of April, 2004.

DEBTOR:

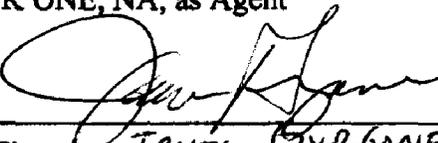
SATV, LLC

By: STEARNS, INC., its Sole Member

By: 
Name: John J. Rangel
Title: Senior Vice President and
Treasurer

SECURED PARTY:

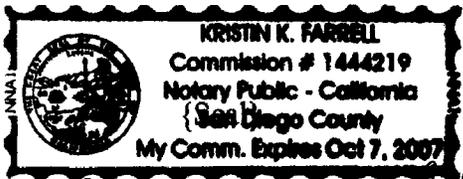
BANK ONE, NA, as Agent

By: 
Name: JAMES GURGONE
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

This instrument was acknowledged before me this 19th day of April, 2004, by John J. Rangel, as Senior Vice President and Treasurer of Stearns, Inc., a Minnesota corporation.



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

My commission expires: October 7, 2007

STATE OF IL)
)
COUNTY OF COOK)

This instrument was acknowledged before me this 25 day of May 2004, by James Gursone as Director of Bank One, NA, a national banking association, on behalf of such banking association.



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

Schedule 1
to
Trademark Security Agreement

Trademarks

| Mark | Product | Jurisdiction | Current Owner | Reg./App. No. | Reg./App. Date | Status* |
|-------------------------|---|---------------|---------------|---------------|----------------|--------------|
| All-Conditions System™ | Pro Series ATV Luggage Lines | United States | SATV, LLC | n/a | n/a | Unregistered |
| ACS™ | Pro Series ATV Luggage Lines | United States | SATV, LLC | n/a | n/a | Unregistered |
| Pro Xtreme™ Series | Pro Xtreme™ Series Bags | United States | SATV, LLC | n/a | n/a | Unregistered |
| Element Proof™ | Pro Series ATV Luggage Lines | United States | SATV, LLC | n/a | n/a | Unregistered |
| Rain Proof™ Lid system | Pro Xtreme™ Series Bags | United States | SATV, LLC | n/a | n/a | Unregistered |
| Parallel Zipper™ System | Pro Series ATV Luggage Lines | United States | SATV, LLC | n/a | n/a | Unregistered |
| Excel™ Series | Excel™ Series ATV Luggage Line | United States | SATV, LLC | n/a | n/a | Unregistered |
| Air Ride™ Form Fit™ | Air Ride™ Form Fit | United States | SATV, LLC | n/a | n/a | Unregistered |
| Fin Grip™ | Fin Grip Pro and Vehicle Racks | United States | SATV, LLC | 2,096,565 | 9/16/1997 | Registered |

| Mark | Product | Jurisdiction | Current Owner | Reg./App. No. | Reg./App. Date | Status* |
|------------------------------|---|---------------|---------------|---------------|----------------|--------------|
| Equapress™ | Equapress™ Compression Plate (Mounting System) used on Several Products | United States | SATV, LLC | n/a | n/a | Unregistered |
| Hand Held Mount™ | Hand Held Mount™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Gun Scabbard Pro™ | Gun Scabbard Pro™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| VariAngle™ | VariAngle™ (Mounting System) used on Several Products | United States | SATV, LLC | n/a | n/a | Unregistered |
| Lightning Lid™ | Gun Scabbard Pro™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Quick Grab™ Handle | Gun Scabbard Pro™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Bow Grip Pro™ | Bow Grip Pro™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Hand Gun Mount™ | Hand Gun Mount™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Case Carrier Pro™ | Case Carrier Pro™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Case Carrier Pro Plus™ | Case Carrier Pro Plus™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Wing Grip™ Pro | Wing Grip™ Pro | United States | SATV, LLC | n/a | n/a | Unregistered |
| Comfort Ride™ Seat Protector | Comfort Ride™ Seat Protector | United States | SATV, LLC | n/a | n/a | Unregistered |
| Thumb Assist Pro Adjustable™ | Thumb Assist™ Pro Adjustable | United States | SATV, LLC | n/a | n/a | Unregistered |

| Mark | Product | Jurisdiction | Current Owner | Reg./App. No. | Reg./App. Date | Status* |
|---------------------------|--|---------------|---------------|---------------|----------------|--------------|
| Thumb Assist™ Pro | Thumb Assist™ Pro | United States | SATV, LLC | n/a | n/a | Unregistered |
| On Demand™ Seat Protector | On Demand™ Seat Protector | United States | SATV, LLC | n/a | n/a | Unregistered |
| Gun Bonnet™ | Gun Bonnet™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Bow Bonnet™ | Bow Bonnet™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Versa Mount™ | Versa Mount™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Oar Ride™ | Air Ride™ Oar Ride™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Air Ride™ | Fin Grip™ Air Ride™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Gold Summit™ | Gold Summit™ Pro Series Snowmobile Bags | United States | SATV, LLC | n/a | n/a | Unregistered |
| Z-Mount™ | Z-Mount™ (Mounting System) used on Several Products | United States | SATV, LLC | n/a | n/a | Unregistered |
| Pro Bino Manager™ | Pro Bino Manager™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Lightning Tab™ | Pro Bino Manager™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Body Hugging Harness™ | Pro Bino Manager™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Element Shield™ | Pro Bino Manager™ | United States | SATV, LLC | n/a | n/a | Unregistered |
| Zipper Lube | Zipper Lube | United States | SATV, LLC | n/a | n/a | Unregistered |
| Scope™ | Scope™ Hunting Accessories | United States | SATV, LLC | n/a | n/a | Unregistered |

*It is contemplated that SATV, LLC will register some of the currently unregistered trademarks.