

04-09-1999

PATENT



101005257

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) SPORT COURT, INC

09 18 96

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) HELLER FINANCIAL, INC., AS AGENT

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 500 W. MONROE STREET

Address (line 2)

Address (line 3) CHICAGO IL 60661
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 9857 FRAME: 0940

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="08/802,267"/>	<input type="text" value="08/531,926"/>	<input type="text"/>	<input type="text" value="4,860,510"/>	<input type="text" value="D274,948"/>	<input type="text"/>
<input type="text" value="08/780,601"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,930,286"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="08/729,502"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="D274,588"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing Signature Date

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 18th day of September, 1996 by and between SPORT COURT, INC., a Delaware corporation (the "Assignor"), and Heller Financial, Inc., a Delaware corporation, as agent (the "Agent") for the benefit of all Lenders.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith among the Assignor, the Agent, American Sports Products Group Inc., a Delaware corporation, American Sports Systems Inc., a Delaware corporation, Southwest Recreational Industries, Inc., a Texas corporation, American Sports International, Ltd., an Iowa corporation, Basketball Products International, Inc., a Washington corporation and AstroTurf Mfg. Co., a Georgia corporation (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Agent has agreed to make certain loans and extend certain other financial accommodations to the Assignor; and

WHEREAS, a certain Security Agreement of even date herewith among the Agent, the Assignor, American Sports Systems Inc., a Delaware corporation, Southwest Recreational Industries, Inc., a Texas corporation, American Sports International, Ltd., an Iowa corporation, Basketball Products International, Inc., a Washington corporation and AstroTurf Mfg. Co., a Georgia corporation (the "Security Agreement") grants to the Agent a continuing security interest in certain of the Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Incorporation of Security Agreement, Credit Agreement Definitions.

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to the Agent a continuing security interest in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A

attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to the Agent under this Assignment. The Assignor hereby assigns, transfers and conveys to the Agent all of the Patents,

Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable the Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of the Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Assignor or any other Person by the Agent (except that if the Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Assignor. The Assignor shall provide the Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement and this Assignment.

4. Effect on Credit Agreement; Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, THE AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent and its successors and assigns.


6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED

STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

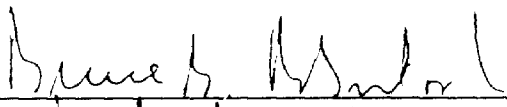
SPORT COURT, INC., a Delaware corporation

939 South 700 West
Salt Lake City, Utah 84104-1502

By 
Title Vice President

Accepted and Agreed to:

HELLER FINANCIAL, INC., as Agent
500 West Monroe Street
Chicago, Illinois 60661

By 
Its Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 18th of September, 1996 by T. Guy Minetti, personally known to me to be the Vice President of Sport Court, Inc., a Delaware corporation, on behalf of such corporation.

Denise A Bruno

Notary Public

DENISE A. BRUNO
NOTARY PUBLIC, State of New York
No. 4847185
Qualified in Suffolk County

My commission expires:

Commission Expires

11/30/97

ACKNOWLEDGMENT

STATE OF New York)
) SS
COUNTY OF New York)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 17th of September, 1996 by Bruce Robertson, personally known to me to be the Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

Denise A. Bruno

Notary Public

My commission expires:

DENISE A. BRUNO
NOTARY PUBLIC, State of New York
No. 4847185
Qualified in Suffolk County
Commission Expires

11/30/97

SCHEDULE A

PATENTS

U.S. Patent No.

4,860,510

4,930,286

DES274,588

DES274,948

PATENT APPLICATIONS

U.S. Patent Application No.

08/531,926

08/802,267

08/780,601

08/729,502

SCHEDULE B

COPYRIGHT REGISTRATIONS

None

COPYRIGHT APPLICATIONS

None

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
Sport Court TM	1,155,586
Sport Court TM-SM (word Logo)	1,177,220
Sport Court SM	1,100,976
Sport Court TM-SM (court Logo)	1,155,587
Duragrid	1,276,329
Durarubber	1,582,722
Design Only	2,199,223
Design only	2,196,931
Ice-O-Grid	2,188,213

TRADEMARK APPLICATIONS

NONE