

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Classic Sport Companies, Inc.	04/18/2007

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6945887
Patent Number:	D470894
Patent Number:	D482417
Patent Number:	D490476
Patent Number:	D494224
Patent Number:	D495372
Patent Number:	D499149
Patent Number:	D505472
Patent Number:	6726582
Application Number:	10831635
Application Number:	29237649

CORRESPONDENCE DATA

Fax Number: (312)993-9767

PATENT

500268663

REEL: 019235 FRAME: 0042

OP \$440.00 6945887

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
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ATTORNEY DOCKET NUMBER:

038265-0039

NAME OF SUBMITTER:

Gayle D. Grocke

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (the "**Agreement**") made as of April 18, 2007 by Classic Sport Companies, Inc., a Colorado corporation ("**Grantor**") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**");

**WITNESSETH**

WHEREAS, Sportcraft, Ltd, Grantee and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of March 29, 2005 (as amended, restated, reaffirmed, supplemented, or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantor is a party to that certain Joinder Agreement dated as of even date herewith in favor of Agent pursuant to which Grantor has joined that certain Security Agreement dated as of October 1, 2003 in favor of Agent (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Financing Documents; and

WHEREAS, Grantor is required to execute and deliver this Agreement pursuant to the Security Agreement.

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

1. Incorporation of Financing Documents. The Credit Agreement, Security Agreement, and Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent (as defined in the Security Agreement) and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

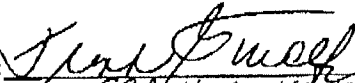
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF ILLINOIS.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CLASSIC SPORT COMPANIES, INC.,

By:   
Name: FRANK GINTER  
Title: CHIEF FINANCIAL OFFICER

[First Lien Patent Security Agreement]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**CLASSIC SPORT COMPANIES, INC.,**

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: **Mike Kriz**  
Title: **Vice President**

**SCHEDULE 1**

See attached.

IMATTERNO	TITLE	FILE	SERIALNO	ISSUE	PATENTNO	STATUS
43108.830001.000	SWEAT-ABSORBING GAME BALL - Reexamination	7/30/1998	09/126,293	2/15/2000	6024661	ABANDONED
43108.830003.000	GAME BALL WITH CLOCK	12/11/2001	10/014,297	9/20/2005	6945887	ISSUED
43108.830003.001	GAME BALL WITH CLOCK	5/23/2002	10/154,055			ABANDONED
43108.830003.CA0	GAME BALL WITH CLOCK	12/11/2002	2414439			PENDING
43108.830004.000	SPORT GOAL	5/29/2002	10/156,979			ABANDONED
43108.830005.000	TABLETOP BASEBALL GAME	6/27/2002	29/163,146	2/25/2003	D470,894	ISSUED
43108.830006.000	SPORT TRAINING DEVICE WITH RADAR	9/30/2002	10/261,144			ABANDONED
43108.830007.US0	TABLETOP GAME WITH LIGHTED PLAYING FIELD	8/20/2002	10/224,051			ABANDONED
43108.830007.US1	TABLETOP GAME WITH LIGHTED FEATURES	4/25/2003	10/424,494			ABANDONED
43108.830007.US2	TABLETOP GAME WITH REFLECTIVE OR LIGHT TRANSMITTING SURFACE	8/29/2003	10/652,781			ABANDONED
43108.830007.US4	TABLETOP GAME WITH LIGHTED FEATURES	4/14/2004	10/825,546	2/15/2005	6854728	ABANDONED
43108.830008.US0	BASKETBALL GAME	12/31/2002	29/173,521	11/18/2003	D482,417	ISSUED
43108.830009.US0	TABLE TOP HOCKEY GAME					ABANDONED
43108.830010.US0	TABLETOP GAME WITH LIGHTS	12/31/2002	10/335,017			ABANDONED
43108.830011.US0	REINFORCED GOAL CONNECTORS	5/2/2003	10/428,277			ABANDONED
43108.830012.US0	LIGHTED SPORTS GAME	5/1/2003	10/429,065			ABANDONED
43108.830012.US1	LIGHTED CROQUET GAME	8/27/2003	10/650,583			ABANDONED
43108.830013.US0	APPARATUS AND METHODS FOR FACILITATING SET UP OF PORTABLE SPORT GOALS	5/6/2003	10/430,927			ABANDONED
43108.830014.US0	PORTABLE POP UP FOLDING GOALS					CLOSED
43108.830015.US0	TARGETING REBOUNDER					CLOSED
43108.830016.US0	CONVERTIBLE SPORT GOAL	9/22/2003	10/667,748			ABANDONED
43108.830017.US0	PINBALL GAME SPORT SIMULATIONS	10/2/2003	10/678,493			ABANDONED
43108.830018.US0	TABLETOP GAMES WITH SIDEBOARD	7/16/2003	60/488,074			CLOSED
43108.830018.US1	Tabletop Game with Clear Sideboards	7/15/2004	10/710,493			ABANDONED
43108.830019.US0	TARGET CAGE					CLOSED
43108.830020.US0	OVERLITE OR SIDELITE TABLE TOP GAMES WITH REFLECTIVE PLAYING SURFACE					CLOSED
43108.830021.US0	FOLDABLE BASKETBALL GAME					CLOSED
43108.830022.US0	INFLATABLE GOAL	6/17/2003	60/479,404			ABANDONED
43108.830023.US0	WATER VOLLEYBALL					ABANDONED
43108.830024.US0	BOCCE BALL CARRYING CASE	7/17/2003	29/186,634			ABANDONED
43108.830025.US0	TABLE HOCKEY GAME WITH CLEAR SIDEBOARDS	7/16/2003	29/186,526	5/25/2004	D490,476	ISSUED
43108.830026.US0	SEE THROUGH TABLETOP GAME	9/22/2003	29/190,496	8/10/2004	D494,224	ISSUED
43108.830027.US0	TABLETOP GAME WITH A SHELF	9/22/2003	29/190,497	8/31/2004	D495,372	ISSUED
43108.830028.US0	PRACTICE GOLF CAGE WITH A GOLF BALL GATHERING CENTRAL LOCATION	2/11/2004	10/777,376			ABANDONED
43108.830029.US0	ILLUMINATED HOCKEY GOAL					CLOSED
43108.830030.US0	RETRACTABLE TABLETOP GAME	10/14/2003	10/685,939			ABANDONED
43108.830031.US0	TRANSPARENT COVER SPORT BALL					CLOSED
43108.830032.US0	SWITCH FOR LIGHTED BOCCE BALL					CLOSED
43108.830033.US0	GAME BALL BOX					CLOSED
43108.830034.US0	UNDER LIT FOOSBALL TABLE	2/5/2004	29/198,988	11/30/2004	D499,149	ISSUED
43108.830035.US0	INFLATABLE STADIUM	3/17/2004	29/201,624			ABANDONED
43108.830036.US0	BASEBALL PRACTICE CAGE	3/17/2004	29/201,640			ABANDONED
43108.830037.US0	GOLF PRACTICE TARGET	2/13/2004	29/199,400	5/24/2005	D505,472	ISSUED
43108.830038.US0	CROQUET CABINET	4/23/2004	10/831,635			TO BE ABANDONED
43108.830039.US0	CROQUET Mallet	4/23/2004	10/831,605			ABANDONED
43108.830039.US1	HORSESHOE AND CROQUET STAKES	4/26/2004	10/832,931			ABANDONED
43108.830040.US0	TRANSLUCENT TABLE TENNIS TABLE	8/2/2004	29/210,537			ABANDONED
43108.830041.CA0	APRON FOR A ROTATING TABLETOP GAME	2/21/2006	114693			PENDING
43108.830041.US0	APRON FOR A ROTATING TABLETOP GAME	9/2/2005	29/237,649			PENDING
43108.830042.US0	FOAMED AIR HOCKEY TABLE SIDE RAIL TO INCREASE GAME SPEED AND DECREASE NOISE					PROPOSED
	SPORT BALL HAVING IMPROVED SURFACE AND METHOD FOR MANUFACTURE THEREOF		6,726,582			ISSUED

PATENT

RECORDED: 05/02/2007

REEL: 019235 FRAME: 0049