

10-10-2007

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



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103451667

To the director of the U. S. Patent and Trademark Office

Send documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sportcraft, Ltd.

Execution Date(s) September 28, 2007

Additional names of conveying parties attached? ☒ Yes

☐ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc., as Collateral Agent

Internal
Address: _____

Street Address: One Boston Place, Suite 1800

City: Boston

State: MA

Country: USA

Zip: 02108

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

SEE SCHEDULE A ANNEXED HERETO

B. Patent No.(s)

SEE SCHEDULE A ANNEXED HERETO

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal

Assistant

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 1.21(h) & 3.41) **\$1,960.00**

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized 10/09/2007 WELLER 00000013 19647210

01 FC:8021

1960.00 OP

9. Signature: Alissa M. Nann

Signature

Date

10/2/07

Total number of pages including cover sheet, attachments, and document. 17

Alissa M. Nann
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET
PATENTS ONLY

ADDITIONAL NAMES OF CONVEYING PARTIES

Name

Classic Sport Companies, Inc.

U.S. Patent Registrations and ApplicationsSPORTCRAFT, LTD.U.S. Utility Patent Applications

Serial No.	Filing Date	Title	Credit Party	Status
10/847,210	05/17/2004	Play and stow lawn game packaging	Sportcraft, Ltd.	Pending
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11/034,700	1/13/2005	Game table having LED in sidewall	Sportcraft, Ltd.	Pending
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11/680,832	03/01/2007	Game Table with Centrifugal Blower Assembly	Sportcraft, Ltd.	Pending
11/754,668	05/29/2007	Rear Mounted Pivoting Treadmill Cushioning	Sportcraft, Ltd.	Pending

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D451,277	12/04/2001	Product Packaging Crate for Sporting Equipment	29/134,985	01/02/2001
D459,878	07/09/2002	Product Packaging for Sporting Equipment	29/138,679	03/16/2001
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D477,711	07/29/2003	Product Packaging Bag for Sporting Equipment (Horseshoe and Badminton)	29/164,738	07/30/2002
D477,712	07/29/2003	Product Packaging Bag for Sporting Equipment (Croquet)	29/164,745	07/30/2002
D478,724	08/26/2003	Product Packaging Bag for Sporting Equipment (Volleyball)	29/164,746	07/30/2002
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D485,463	01/20/2004	Bottle cap shaped cabinet	29/164,509	07/24/2002
D490,241 S	05/25/2004	Design: Product packaging for sporting equipment (Long bag)	29/160,158	05/03/2002

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6,961,401	11/01/2005	Retractable Pedometer	10/606,664	06/26/2003
7,044,861	05/16/2006	Reinforced Cue Stick	10/681,048	10/08/2003
7,178,802	02/20/2007	Hockey Game Table with Goal Handicap Feature	10/993,137	11/19/2004
7,178,803	02/20/2007	Game Table Having Storage Compartment in Corner Member	11/034,476	01/13/2005

CLASSIC SPORT COMPANIES, INC.

U.S. Issued Utility Patents

PATENT NO.	ISSUED DATE	TITLE	SERIAL NO.	FILING DATE	STATUS
6,945,887	09/20/2005	Game Ball With Clock	10/014,297	12/11/2001	Issued
6,726,582	04/27/2004	Sport Ball Having Improved Surface And Method For Manufacture Thereof	09/481,024	01/11/2000	Issued

U.S. Issued Design Patents

PATENT NO.	ISSUED DATE	TITLE	SERIAL NO.	FILING DATE	STATUS
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D482,417	11/18/2003	Basketball Game	29/173,521	12/31/2002	Issued
D490,476	05/25/2004	Table Hockey Game With Clear Sideboards	29/186,526	07/16/2003	Issued
D494,224	08/10/2004	See Through Tabletop Game	29/190,496	09/22/2003	Issued
D495,372	08/31/2004	Tabletop Game With A Shelf	29/190,497	09/22/2003	Issued
D499,149	11/30/2004	Under Lit Foosball Table	29/198,988	02/05/2004	Issued

D505,472	05/24/2005	Golf Practice Target	29/199,400	02/13/2004	Issued
D537,888	03/06/2007	Apron For A Rotating Tabletop Game	29/237,649	09/02/2005	Issued

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 28th day of September, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as collateral agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Sportcraft, Ltd., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrower as provided for in the Credit Agreement, Grantors have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Provider, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to Agent, for the benefit of the Lender Group and the Bank Product Provider, a Security Interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):
 - (a) all of its Patents including those referred to on Schedule I hereto; and
 - (b) all Proceeds of the foregoing.
3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interest granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby

acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any event within 15 Business Days) notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION AND RELEASE. Upon payment in full in cash of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby shall terminate and all rights to the Patent Collateral shall revert to Grantors or any other Person entitled thereto. At such time, Agent shall execute and deliver, and authorize the filing of, appropriate termination and release statements or other documents to terminate and release such Security Interests.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


8. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the other Loan Documents). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTCRAFT, LTD.

By: 
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

CLASSIC SPORT COMPANIES, INC.

By: 
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name:
Title:

Signature Page to Patent Security Agreement—Wells Fargo

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SPORTCRAFT, LTD.

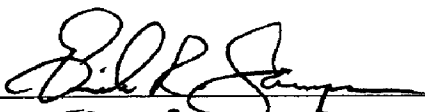
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CLASSIC SPORT COMPANIES, INC.

By: _____
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By:  _____
Name: **ERIK R. SAWYER**
Title: **SVP**

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

SCHEDULE TO PATENT SECURITY AGREEMENT

Schedule I

U.S. Patent Registrations and Applications

SPORTCRAFT, LTD.

U.S. Utility Patent Applications

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10/847,210	05/17/2004	Play and stow lawn game packaging	Sportcraft, Ltd.	Pending
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