

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mission Itech Hockey Ltd.	09/22/2008
RECEIVING PARTY DATA	
Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	123 Front Street West, Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D523590
Application Number:	11705540
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-00286
NAME OF SUBMITTER:	Carole Dobbins
Total Attachments: 5 source=Patent Security Agreement GE Canada only#page1.tif source=Patent Security Agreement GE Canada only#page2.tif source=Patent Security Agreement GE Canada only#page3.tif	

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REEL: 021640 FRAME: 0855

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 22, 2008, is made by Mission Itech Hockey Ltd., a Nova Scotia company (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, the Canadian L/C Issuer (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 16, 2008 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among KBAU Acquisition Canada, Inc. (predecessor to Nike Bauer Hockey Corp.) as the Canadian Borrower, KBAU Holdings US, Inc. (predecessor to Nike Bauer Hockey U.S.A., Inc.) as the US Borrower (and together with the Canadian Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, General Electric Capital Corporation as US Agent for the US Lenders (and together with the Canadian Agent, the "Agents"), US L/C Issuer and US Swingline Lender, and GE Canada as Canadian Agent for the Canadian Lenders, Canadian L/C Issuer and Canadian Swingline Lender (collectively, the "Canadian Secured Parties"), as amended by an amendment to credit agreement dated as of April 16, 2008, and as further amended by a second amendment to credit agreement dated as of the date hereof (the "Second Amendment"), the Lenders, the L/C Issuers and the Swingline Lenders, have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement dated the date hereof, to become a party to that certain Guarantee and Security Agreement dated as of April 16, 2008 in favor of the Canadian Agent (collectively, the "Guarantee and Security Agreement"), and to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement for purposes of filing the same with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Second Amendment and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Secured Parties, and grants to the Canadian Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

1. all of its Patents, including, without limitation, those Patents set forth on Schedule 1 hereto;
2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Patent Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

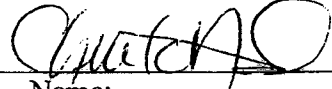
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

MISSION ITECH HOCKEY LTD., as Grantor

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

Very truly yours,

MISSION ITECH HOCKEY LTD., as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: 
Name: _____
Title: **COLIN WOODYARD**
DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

Country	Title	Application No.	Application Date	Registration No.	Registration Date
USA	Tooless Adjuster for Sports Helmet	29/236,622	08/19/05	D523,590	06/20/06
USA	Visor Holder for a Head Protective Helmet	11/705,540	02/13/07		

Patent Security Agreement

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RECORDED: 10/08/2008

REEL: 021640 FRAME: 0861