

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
NIKE BAUER HOCKEY U.S.A., INC.	04/16/2008

RECEIVING PARTY DATA

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Street Address:	123 Front Street West
Internal Address:	Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2

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City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 4

Property Type	Number
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Patent Number:	D580635
Patent Number:	D579999
Patent Number:	D580645

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PATENT

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CH \$160.00 D579644

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NAME OF SUBMITTER:

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**Total Attachments: 67**

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GUARANTY AND SECURITY AGREEMENT

Dated as of April 16, 2008

among

**KBAU HOLDINGS US, INC.**

and

Each Other Grantor  
From Time to Time Party Hereto

and

GE CANADA FINANCE HOLDING COMPANY  
as Canadian Agent

and

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

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Schedule 1	Filings
Schedule 2	Jurisdiction of Organization; Chief Executive Office
Schedule 3	Location of Inventory and Equipment
Schedule 4	Pledged Collateral
Schedule 5	Intellectual Property
Schedule 6	Commercial Tort Claims

GUARANTY AND SECURITY AGREEMENT, dated as of April 16, 2008, by KBAU Holdings US, Inc. (the "US Borrower") and each of the other entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 8.6 (together with the US Borrower, the "Grantors"), in favor of GE Canada Finance Holding Company ("GE Canada") as administrative 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), and General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the US Lenders, the US Swingline Lender, the US L/C Issuer (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the US Borrower, KBAU Acquisition Canada, Inc. as the Canadian Borrower (and together with the US Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, GE Canada (and together with the US Agent, the "Agents"), for the Canadian Lenders, Canadian L/C Issuer and Canadian Swingline Lender (collectively, the "Canadian Secured Parties"), and GE Capital for the US Lenders, US L/C Issuer and US Swingline Lender (collectively, the "US Secured Parties," and together with the Canadian Secured Parties, the "Secured Parties"), 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, each Grantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders, the L/C Issuers and the Swingline Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Agents.

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

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## ARTICLE I

### DEFINED TERMS

Section 1.1 Definitions. (a) Capitalized terms used herein without definition are used as defined in the Credit Agreement.

(a) The following terms have the meanings given to them in the UCC and terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined): "account," "account debtor," "as-extracted collateral," "certificated security," "chattel paper," "commercial tort claim," "commodity contract," "deposit account," "documents," "electronic chattel paper," "equipment," "farm products," "fixture," "general intangible," "goods," "health-care-insurance receivable," "instruments," "inventory," "investment property," "letter-of-credit right," "proceeds," "record," "securities account," "security," "security entitlement," "supporting obligation" and "tangible chattel paper".

(b) The following terms shall have the following meanings:

"Agreement" means this Guaranty and Security Agreement.

"Applicable Agent" means the US Agent, until such time as the US Agent delivers written notice to the Canadian Agent that the Canadian Agent shall thereafter act as Applicable Agent and, at such time and at all times thereafter, Canadian Agent.

"Applicable IP Office" means the United States Patent and Trademark Office, the Copyright Office of the Library of Congress or any similar office or agency within or outside the United States.

"Cash Collateral Account" means a deposit account or securities account subject, in each instance, to a Control Agreement, other than accounts established to cash collateralize L/C Reimbursement Obligations.

"Collateral" has the meaning specified in Section 3.1.

"Controlled Securities Account" means each securities account (including all financial assets held therein and all certificates and instruments, if any, representing or evidencing such financial assets) that is the subject of an effective Control Agreement.

"Deposit Account" means a demand, savings, passbook, or similar account maintained with a bank or other deposit taking institution.

"Excluded Property" means, collectively, (i) any permit or license or any Contractual Obligation entered into by any Grantor (A) that prohibits or requires the consent

of any Person (other than such Grantor and its Affiliates) (which has not been obtained) as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto or (B) to the extent that any Requirement of Law or Organization Document (other than the Organization Documents of such Grantor) applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, (ii) Property owned by any Grantor that is subject to a purchase money Lien or a Capital Lease permitted under the Credit Agreement if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such Capital Lease) prohibits or requires the consent of any Person (other than such Grantor and its Affiliates) which has not been obtained as a condition to the creation of any other Lien on such Property and (iii) any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of an assignment or security interest, including intent-to-use applications for registration of a Trademark; provided, however, "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

"Guaranteed Obligations" has the meaning set forth in Section 2.1.

"Guarantor" means each Grantor other than the US Borrower.

"Guaranty" means the guaranty of the Guaranteed Obligations made by the Guarantors as set forth in this Agreement.

"Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account.

"Material Intellectual Property" means Intellectual Property that is owned by a Grantor, the failure of which to own would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

"Material IP License" means a license to a Grantor to use Intellectual Property (other than Software) that is owned by a third party, the loss of which license would reasonably be expected to have a Material Adverse Effect.

"Material Software" means Software, the loss of use of which would reasonably be expected to have a Material Adverse Effect.

"Pledged Certificated Stock" means all certificated securities and any other Stock or Stock Equivalent of any Person evidenced by a certificate, instrument or other similar document, in each case owned by any Grantor, and any distribution of property made

on, in respect of or in exchange for the foregoing from time to time, including all Stock and Stock Equivalents listed on Schedule 4.

"Pledged Collateral" means, collectively, the Pledged Stock and the Pledged Debt Instruments.

"Pledged Debt Instruments" means all right, title and interest of any Grantor in instruments evidencing any Indebtedness or other obligations owed to such Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including all Indebtedness described on Schedule 4, issued by the obligors named therein.

"Pledged Investment Property" means any Investment Property of any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, other than any Pledged Stock or Pledged Debt Instruments.

"Pledged Stock" means all Pledged Certificated Stock and all Pledged Uncertificated Stock.

"Pledged Uncertificated Stock" means any Stock or Stock Equivalent of any Person that is not Pledged Certificated Stock, including all right, title and interest of any Grantor as a limited or general partner in any partnership not constituting Pledged Certificated Stock or as a member of any limited liability company, all right, title and interest of any Grantor in, to and under any Organization Document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule 4, to the extent such interests are not certificated.

"Securities Laws" means applicable federal, provincial, state, territorial or foreign securities laws and regulations.

"Software" means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

#### Section 1.2    Certain Other Terms.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The terms "herein," "hereof" and similar terms refer to this Agreement as a whole and not to any particular Article, Section or clause in this Agreement. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to a Grantor shall refer to such Grantor's Collateral or any relevant part thereof.

(b) Other Interpretive Provisions.

(i) Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto.

(ii) Certain Common Terms. The term "including" is not limiting and means "including without limitation."

(iii) Performance; Time. Whenever any performance obligation hereunder (other than a payment obligation) shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including." If any provision of this Agreement refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision shall be interpreted to encompass any and all means, direct or indirect, of taking, or not taking, such action.

(iv) Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

(v) Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

ARTICLE II

GUARANTY

Section 2.1 Guaranty. To induce the Lenders to make the Loans, the Swingline Lenders to make the Swingline Loans, and the L/C Issuers to issue Letters of Credit and each other Secured Party to make credit available to or for the benefit of the Borrowers, as applicable, each Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document, of all the Obligations of the Borrowers whether existing on the date hereof or hereinafter incurred or

created (the "Guaranteed Obligations"). This Guaranty by each Guarantor hereunder constitutes a guaranty of payment and not of collection.

Section 2.2     Limitation of Guaranty. Any term or provision of this Guaranty or any other Loan Document to the contrary notwithstanding, the maximum aggregate amount for which any Guarantor shall be liable hereunder shall not exceed the maximum amount for which such Guarantor can be liable without rendering this Guaranty or any other Loan Document, as it relates to such Guarantor, subject to avoidance under applicable Requirements of Law relating to fraudulent conveyance or fraudulent transfer (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and Section 548 of title 11 of the United States Code or any applicable provisions of comparable Requirements of Law) (collectively, "Fraudulent Transfer Laws"). Any analysis of the provisions of this Guaranty for purposes of Fraudulent Transfer Laws shall take into account the right of contribution established in Section 2.3 and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under the Guaranty.

Section 2.3     Contribution. To the extent that any Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by such Guarantor and its Subsidiaries from the Loans and other Obligations and (b) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of the Guaranteed Obligations (excluding the amount thereof repaid by the Borrowers) in the same proportion as such Guarantor's net worth on the date enforcement is sought hereunder bears to the aggregate net worth of all the Guarantors on such date, then, subject to Section 2.5, such Guarantor shall be reimbursed by such other Guarantors for the amount of such excess, pro rata, based on the respective net worth of such other Guarantors on such date. Notwithstanding the forgoing, no Guarantor will be entitled to any enforce any such right of contribution until (i) such Guarantor performs or makes payment to the Secured Parties of all amounts owing by such Guarantor to the Secured Parties under this Guaranty and (ii) the Guaranteed Obligations are performed and paid in full.

Section 2.4     Authorization; Other Agreements. The Agents and the Secured Parties are hereby authorized, without notice to or demand upon any Guarantor and without discharging or otherwise affecting the obligations of any Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

- (a)    (i)     modify, amend, supplement or otherwise change,
- (i)     accelerate or otherwise change the time of payment or
- (ii)    waive or otherwise consent to noncompliance with, any  
                 Guaranteed Obligation or any Loan Document;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Documents;

(c) refund at any time any payment received by any Secured Party in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guaranty therefore in any manner,

(i) receive, take and hold additional Collateral to secure any Guaranteed Obligation,

(ii) add, release or substitute any one or more other Guarantors, makers or endorsers of any Guaranteed Obligation or any part thereof, or

(iii) otherwise deal in any manner with the US Borrower and any other Guarantor, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations.

Section 2.5 Guaranty Absolute and Unconditional. To the extent permitted by applicable law, each Guarantor hereby waives and agrees not to assert any defense (other than the indefeasible payment in full in cash or performance in full of the Guaranteed Obligations), whether arising in connection with or in respect of any of the following or otherwise, and hereby agrees that its obligations under this Guaranty are irrevocable, absolute and unconditional and shall not be discharged as a result of or otherwise affected by any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Guaranty, in each case except as otherwise agreed in writing by the Agents):

(a) the invalidity or unenforceability of any obligation of the Borrowers or any other Guarantor under any Loan Document or any other agreement or instrument relating thereto (including any amendment, consent or waiver thereto), or any security for, or other guaranty of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from any Borrower or any other Guarantor or other action to enforce the same or (ii) any action to enforce any Loan Document or any Lien thereunder;

(c) the failure by any Person to take any steps to perfect and maintain any Lien on, or to preserve any rights with respect to, any Collateral;

(d) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation or dissolution by or against any Borrower, any other Guarantor or any other Subsidiary of any Borrower or any procedure, agreement, order, stipulation, election, action or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(e) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an Event of Default by any Secured Party to proceed separately against any Collateral in accordance with such Secured Party's rights under any applicable Requirement of Law; or

(f) any other defense, setoff, counterclaim or any other circumstance that might otherwise constitute a legal or equitable discharge of any Borrower, any other Guarantor or other Subsidiary of any Borrower, in each case other than the indefeasible payment in full in cash or performance in full of the Guaranteed Obligations.

Section 2.6     Waivers. Each Guarantor hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff or counterclaim based on diligence, promptness, presentment, requirements for any demand or notice hereunder including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of any Borrower or any other Guarantor. Each Guarantor further unconditionally and irrevocably agrees not to (x) enforce or otherwise exercise subject to Section 2.10, any right of subrogation or any right of reimbursement or contribution or similar right against any Borrower or any other Guarantor by reason of any Loan Document or any payment made thereunder or (y) assert any claim, defense, setoff or counterclaim it may have against any other Credit Party or set off any of its obligations to such other Credit Party against obligations of such Credit Party to such Guarantor. No obligation of any Guarantor hereunder shall be discharged other than by complete performance.

Section 2.7     Reliance. Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrowers, each other Guarantor and any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of non-payment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and each Guarantor hereby agrees that no Secured Party shall have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. In the event any Secured Party, in its sole discretion, undertakes at any time or from time to time to provide any such information

to any Guarantor, such Secured Party shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that such Secured Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) make any future disclosures of such information or any other information to any Guarantor.

Section 2.8      Indemnity.

If any or all of the Guaranteed Obligations are not duly paid by the Borrowers and are not recoverable under Section 2.1 for any reason whatsoever, each Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Agents and the Secured Parties from and against all losses resulting from the failure of the Borrowers to pay such Guaranteed Obligations.

Section 2.9      Primary Obligation.

If any or all of the Guaranteed Obligations are not duly paid by the Credit Party being the primary obligant in respect thereof and are not recoverable under Section 2.1 or any Secured Party is not indemnified under Section 2.8, in each case, for any reason whatsoever, such Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from each Guarantor as primary obligor.

Section 2.10    Subrogation.

No Guarantor will be entitled to any right of subrogation until (i) each Guarantor performs or makes payment to the Agents and the Secured Parties of all amounts owing by such Guarantor to the Agents and the Secured Parties under this Guaranty and (ii) the Guaranteed Obligations are performed and paid in full.

ARTICLE III

GRANT OF SECURITY INTEREST

Section 3.1      Collateral. For the purposes of this Agreement, all of the Grantors' property, rights and assets of every nature and kind, now owned or subsequently acquired, by way of merger or otherwise, and at any time and from time to time existing or in which each such Grantor has or acquires any right, interest or title, including, without limitation, all of the following is collectively referred to as the "Collateral":

(a) all accounts, chattel paper, Deposit Accounts, documents of title, equipment, general intangibles, instruments, inventory, Investment Property, letter of credit rights, and any supporting obligations related to any of the foregoing;



(b) all books and records pertaining to the other property described in this Section 3.1;

(c) all property of such Grantor held by any Secured Party, including all present and after acquired personal property of every description, in the custody of or in transit to such Secured Party for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power, including but not limited to cash;

(d) all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located;

(e) the commercial tort claims described on Schedule 6 and on any supplement thereto received by the Agent pursuant to Section 5.9; and

(f) to the extent not otherwise included, all increases, additions and accessions to any of the above, all substitutions or any replacements and all proceeds of the foregoing;

Section 3.2 Grant of Security Interest in Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (the "Secured Obligations"), hereby mortgages, pledges and hypothecates (i) to the Canadian Agent for the benefit of itself and the Canadian Secured Parties and grants to the Canadian Agent for the benefit of itself and the Canadian Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such Grantor and (ii) to the US Agent for the benefit of itself and the US Secured Parties and grants to the US Agent for the benefit of itself and the US Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such Grantor (collectively, the "Security Interest"); provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3.3 Exception to Last Day. The Security Interest granted hereby shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefore, but upon enforcement of the Security Interest, each Grantor shall stand possessed of such last day in trust or assign the same to any person acquiring such term.

Section 3.4 Attachment. Each Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral, (iii) it has not agreed to postpone the time for attachment of the Lien granted hereunder, and (iv) it has received a copy of this Security Agreement.

Section 3.5 Consumer Goods.

The Security Interest does not extend to consumer goods.

Section 3.6 Intellectual Property

The security interest granted in this Agreement with respect to Intellectual Property owned by the Grantors constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favor of the Agents, but does not constitute an assignment or mortgage of such Collateral to either Agent. Until such time as either Agent is lawfully exercising their rights and remedies hereunder, the grant of the security interest in the Intellectual Property owned by the Grantors does not affect in any way the Grantors' rights to commercially exploit the Intellectual Property, defend it, enforce the Grantors' rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce the Lenders, the L/C Issuers, the Swingline Lenders and the Agents to enter into the Loan Documents, each Grantor hereby represents and warrants each of the following to the Agents, the Lenders and the other Secured Parties:

Section 4.1 Perfection and Priority. The security interests granted pursuant to this Agreement constitute valid and continuing perfected security interests in favor of the Agents in all Collateral subject, for the following Collateral, to the occurrence of the following: (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings and other actions specified on Schedule 1 (which, in the case of all (x) filings have been delivered to the Agents and (y) other documents referred to on such schedule, have been delivered to the Applicable Agent, in each case, in completed and duly authorized form), (ii) with respect to any securities account, the filing of a financing statement under the UCC or the execution of Control Agreements in the case of securities accounts to which the UCC applies, and (iii) in the case of all Copyrights, Trademarks, Designs and Patents that are owned by a Grantor and the subject of registrations or applications for registration in the United States, and for which UCC filings are insufficient, the making of all appropriate filings with the Applicable IP Office, as applicable. Such security interests shall be prior to all other Liens on the Collateral except for Permitted Liens having priority over the Agents' Liens by operation of law or permitted pursuant to the Credit Agreement upon (i) in the case of all Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property, the delivery thereof to the Applicable Agent of such Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property consisting of instruments and certificates, in each case properly endorsed for transfer to the Applicable Agent or in blank, (ii) in the case of all Pledged Investment Property not in certificated form to which the UCC applies, the execution of Control Agreements, (iii) in the case of all other instruments and tangible chattel paper that are not Pledged Certificated Stock, Pledged Debt Instruments or Pledged

Investment Property, the delivery thereof to the Applicable Agent of such instruments and tangible chattel paper, and (iv) with respect to motor vehicles and serial numbered goods (in the case of states where serial numbered goods are applicable), the filing of a financing statement containing the information required under Section 5.1(e). Except as set forth in this Section 4.2, all actions by each Grantor necessary or desirable to protect and perfect the Liens granted hereunder on the Collateral have been duly taken.

Section 4.2     Jurisdiction of Organization; Chief Executive Office. Such Grantor's jurisdiction of incorporation or organization, legal name and organizational identification number, if any, and the location of such Grantor's chief executive office is specified on Schedule 2.

Section 4.3     Locations of Inventory, Equipment and Books and Records. On the date hereof, such Grantor's inventory and equipment (other than inventory or equipment in transit) and books and records concerning the Collateral are kept at the locations listed on Schedule 3.

Section 4.4     Pledged Collateral.

(a)     The Pledged Stock pledged by such Grantor hereunder (a) is listed on Schedule 4 and constitutes that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 4, (ii) has been duly authorized, validly issued and is fully paid and nonassessable (other than Pledged Stock in limited liability companies and partnerships), and (iii) constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms.

(b)     As of the Closing Date, all Pledged Collateral (other than Pledged Uncertificated Stock) and all Pledged Investment Property consisting of instruments and certificated securities have been delivered to the Applicable Agent in accordance with Section 5.3(a).

(c)     Upon the occurrence and during the continuance of an Event of Default, the Applicable Agent shall be entitled to exercise all of the rights of the Grantor granting the security interest in any Pledged Stock, and a transferee or assignee of such Pledged Stock shall become a holder of such Pledged Stock to the same extent as such Grantor and be entitled to participate in the management of the issuer of such Pledged Stock and, upon the transfer of the entire interest of such Grantor, such Grantor shall, by operation of law, cease to be a holder of such Pledged Stock.

Section 4.5     Instruments Formerly Accounts. No amount payable to such Grantor under or in connection with any account is evidenced by any instrument or tangible chattel paper that has not been delivered to the Applicable Agent, properly endorsed for transfer, to the extent delivery is required by Section 5.6.

Section 4.6     Intellectual Property.

(a) Schedule 5 sets forth a true and complete list of the following Intellectual Property: (i) Intellectual Property owned by such Grantor that is registered or subject to applications for registration, (ii) Trademarks, Patents, or registered Copyrights that constitute Material Intellectual Property (iii) Material IP Licenses, and (iv) Material Software, in each case specifying whether the item is owned by or licensed to such Grantor and including for each of the foregoing items: (1) the owner of the item if not such Grantor, (2) where applicable, the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed, (3) as applicable, the registration or application number and registration or application date and (4) with respect to Material Intellectual Property, any material IP Licenses or other rights (including franchises) granted by such Grantor with respect thereto.

(b) Except as set forth on Schedule 5, on the Closing Date: (i) no Trademark or Patent included in Material Intellectual Property is cancelled, expired, abandoned or otherwise terminated; (ii) no Trademark included in Material Intellectual Property is the subject of any opposition, invalidation or cancellation proceeding, and no proceeding has been threatened in a writing received by any Grantor within the two-year period preceding the Closing Date in connection with any such Trademark; (iii) no Patent included in Material Intellectual Property is the subject of any invalidity, interference, reissue, re-examination or opposition proceeding, conflict proceeding before the Canadian Intellectual Property Office, or proceeding related to ownership, and no such proceeding has been threatened in a writing received by any Grantor within the two-year period preceding the Closing Date in connection with any such Patent; and (iv) no Internet domain name included in Material Intellectual Property is currently the subject of any invalidation, cancellation or transfer proceeding, and no such proceeding has been threatened in a writing received by any Grantor within the two-year period preceding the Closing Date in connection with any such Internet domain name.

(c) No breach or default of any Material IP License which is not Excluded Property shall be caused by the consummation of the transactions contemplated by any Loan Document. No Grantor has knowledge of any holding, decision, judgment or order rendered by any Governmental Authority prior to the Closing Date that would cause a breach or default of any Material IP License. Except as set forth on Schedule 5, there are no pending (or threatened in a writing received by a Grantor within the two-year period preceding the Closing Date) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or such Grantor's rights in, any Trademarks, Patents or Internet domain names included in Material Intellectual Property. Except as set forth on Schedule 5, at any time within the two-year period preceding the Closing Date or at any time following the Closing Date, to such Grantor's knowledge, no Person has been or is materially infringing, misappropriating, diluting, violating or otherwise impairing any Trademark or Patent included in Material Intellectual Property. Such Grantor, and to such Grantor's knowledge each other party thereto, is not in material breach or default of any Material IP License.

Section 4.7     Commercial Tort Claims. The only commercial tort claims of any Grantor in an aggregate amount in excess of \$50,000 existing on the date hereof are those listed on Schedule 6, which sets forth such information separately for each Grantor.

Section 4.8     Special Collateral. None of the Collateral is or is proceeds or products of farm products, fishing products, as extracted collateral, health care insurance receivables or timber to be cut.

Section 4.9     Enforcement. No Permit, notice to or filing with any Governmental Authority or any other Person or any consent from any Person is required for the exercise by either Agent of its rights (including voting rights) provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the transfer of any Collateral, except as may be required in connection with the disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally or any approvals that may be required to be obtained from any bailees or landlords to collect the Collateral.

Section 4.10   Representations and Warranties of the Credit Agreement. The representations and warranties as to such Grantor and its Material Subsidiaries made in Article III (Representations and Warranties) of the Credit Agreement are true and correct in all material respects (without duplication to any materiality qualifier contained therein) on each date as required by Section 2.2 of the Credit Agreement.

## ARTICLE V

### COVENANTS

Each Grantor agrees with the Agents to the following, as long as any Guaranteed Obligation or Commitment remains outstanding (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted):

Section 5.1     Maintenance of Perfected Security Interest; Further Documentation and Consents.

(a)     Generally. Such Grantor shall (i) not use or permit any Collateral to be used unlawfully or in violation of any provision of any Loan Document, any Related Agreement, any Requirement of Law or any policy of insurance covering the Collateral and (ii) not enter into any Contractual Obligation or undertaking restricting the right or ability of such Grantor or either Agent to sell, assign, convey or transfer any Collateral if such restriction would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b)     Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section

3.2 and shall defend such security interest and such priority against the claims and demands of all Persons.

(c) Such Grantor shall furnish to both Agents from time to time statements and schedules further identifying and describing the Collateral and such other documents in connection with the Collateral as an Agent may reasonably request, all in reasonable detail and in form and substance satisfactory to Agents.

(d) At any time and from time to time, upon the written request of either Agent acting reasonably, such Grantor shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, (i) promptly and duly execute and deliver, and have recorded, such further documents, including the filing of any financing statement or financing change statement under the UCC (or other filings under similar Requirements of Law) in effect in any jurisdiction with respect to the security interest created hereby and (ii) take such further action as either Agent may reasonably request, including (A) using commercially reasonable efforts to secure all approvals necessary or appropriate for the assignment to or for the benefit of the Agents of any Contractual Obligation, including any IP License, held by such Grantor and to enforce the security interests granted hereunder and (B) executing and delivering any Control Agreements with respect to deposit accounts and securities accounts.

(e) If requested by either Agent, acting reasonably, the Grantor shall provide a list of all serial numbers of all serial numbered goods and all vehicle identification numbers of all motor vehicles.

(f) If requested by either Agent, acting reasonably, to ensure that a Lien and security interest is granted on any of the Excluded Property set forth in clause (ii) of the definition of "Excluded Property," such Grantor shall use commercially reasonable efforts to obtain any required consents from any Person other than such Grantor and its Affiliates with respect to any permit or license or any Contractual Obligation with such Person entered into by such Grantor that requires such consent as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto.

Section 5.2 Changes in Locations, Name, Etc. Except upon 30 days' prior written notice to both Agents (other than in connection with the Canadian Reorganization or the US Merger) or such shorter amount of time as may be agreed to in writing by the Agents in their respective sole discretion and delivery to both Agents of (a) all documents reasonably requested by the Applicable Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional locations at which inventory or equipment shall be kept, such Grantor shall not do any of the following:

(i) permit any inventory or equipment to be kept at a location other than those listed on Schedule 4 as may be updated from time to time upon 30

days written notice to the Applicable Agent, except for inventory or equipment in transit;

(ii) change its jurisdiction of incorporation or formation, as the case may be, or its location or chief executive office or registered office, in each case from that referred to in Section 4.2; or

(iii) change its legal name or organizational identification number, if any, or corporate, limited liability company, partnership or other organizational structure to such an extent that any financing statement filed in connection with this Agreement would become misleading.

### Section 5.3 Pledged Collateral.

(a) Delivery of Pledged Collateral. Such Grantor shall (i) deliver to the Applicable Agent, in suitable form for transfer and in form and substance satisfactory to Applicable Agent, (A) all Pledged Certificated Stock, (B) all Pledged Debt Instruments and (C) all certificates and instruments evidencing Pledged Investment Property and (ii) maintain all other Pledged Investment Property in a Controlled Securities Account or take such other measures as either Agent may reasonably request in connection with the perfection of the security interests created therein under this Agreement.

(b) Event of Default. During the continuance of an Event of Default, the Applicable Agent shall have the right, at any time in its discretion and without notice to the Grantor, to (i) transfer to or to register in its name or in the name of its nominees any Pledged Collateral or any Pledged Investment Property and (ii) exchange any certificate or instrument representing or evidencing any Pledged Collateral or any Pledged Investment Property for certificates or instruments of smaller or larger denominations.

(c) Cash Distributions with respect to Pledged Collateral. Except as provided in Article VI and subject to the limitations set forth in the Credit Agreement, such Grantor shall be entitled to receive all cash distributions and dividends paid in respect of the Pledged Collateral.

(d) Voting Rights. Except as provided in Article VI, such Grantor shall be entitled to exercise all voting, consent and corporate, partnership, limited liability company and similar rights with respect to the Pledged Collateral; provided, however, that no vote shall be cast, consent given or right exercised or other action taken by such Grantor that would impair the Collateral or be inconsistent with or result in any violation of any provision of any Loan Document.

### Section 5.4 Accounts.

(a) Such Grantor shall not, other than in the ordinary course of business, (i) grant any extension of the time of payment of any account, (ii) compromise or settle any account for less than the full amount thereof, (iii) release, wholly or partially, any Person

liable for the payment of any account, (iv) allow any credit or discount on any account or (v) amend, supplement or modify any account in any manner that could adversely affect the value thereof.

(b) So long as an Event of Default is continuing, both Agents shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and such Grantor shall furnish all such assistance and information as either Agent may reasonably require in connection therewith. At any time and from time to time and in accordance with the terms of the Credit Agreement, upon Applicable Agent's reasonable request, such Grantor shall cause independent public accountants or others satisfactory to the Agents to furnish to both Agents reports showing reconciliations, aging and test verifications of, and trial balances for, the accounts.

Section 5.5      **Commodity Contracts.** Such Grantor shall not have any commodity contract unless subject to a Control Agreement.

Section 5.6      **Delivery of Instruments and Tangible Chattel Paper and Control of Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper.**

(a) If any amount in excess of \$500,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by an instrument or tangible chattel paper other than such instrument delivered in accordance with Section 5.3(a) and in the possession of an Agent, such Grantor shall mark all such instruments and tangible chattel paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of GE Canada Finance Holding Company, as Canadian Agent, and General Electric Capital Corporation, as US Agent" and, at the request of either Agent, shall immediately deliver such instrument or tangible chattel paper to the Applicable Agent, duly endorsed in a manner satisfactory to the Agents.

(b) Such Grantor shall not grant "control" (within the meaning of such term under the UCC ) over any investment property to any Person other than the Agents.

(c) If such Grantor is or becomes the beneficiary of a letter of credit that is (i) not a supporting obligation of any Collateral and (ii) in excess of \$500,000 such Grantor shall promptly, and in any event within 2 Business Days after becoming a beneficiary, notify both Agents thereof and enter into a Contractual Obligation with the Agents, the issuer of such letter of credit or any nominated person with respect to all rights under such letter of credit. Such Contractual Obligation shall collaterally assign such letter-of-credit rights to each Agent and such collateral assignment shall be sufficient to grant control for the purposes of Section 9-107 of the UCC (or any similar section under any equivalent UCC). Such Contractual Obligation shall also direct all payments thereunder to a Cash Collateral Account. The provisions of the Contractual Obligation shall be in form and substance reasonably satisfactory to the Agents.



(d) If any amount in excess of \$500,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by electronic chattel paper, such Grantor shall take all steps necessary to grant the Agents control of all such electronic chattel paper for the purposes of Section 9-105 of the UCC (or any similar section under any equivalent UCC) and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

Section 5.7 Intellectual Property.

(a) Concurrently with the deliveries required to be made pursuant to Section 4.1(a) of the Credit Agreement, each Grantor shall provide the Agents with notification of all changes to Schedule 5 and shall execute and deliver the short-form intellectual property security agreements described in Section 5.7(e) and other documents that the Canadian Agent reasonably requests with respect thereto.

(b) Such Grantor shall (and shall cause its applicable licensees to) (i) (1) continue to use each Trademark included in the Material Intellectual Property in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with any notices and legends required by applicable Requirements of Law, and (ii) not knowingly do any act or omit to do any act whereby (w) such Trademark (or any goodwill associated therewith) may be invalidated, or harmed in any material way, (x) any Patent included in the Material Intellectual Property may become forfeited, unenforceable, abandoned or dedicated to the public (other than by expiration), or (y) any Trade Secret that is Material Intellectual Property may become publicly available or otherwise unprotectable.

(c) Such Grantor shall notify both Agents promptly if it knows, or has reason to know, that any application or registration relating to any Material Intellectual Property may become invalid, unenforceable, or abandoned as a result of any action, claim, investigation, litigation, or other judicial or administrative proceeding, or of any adverse determination (other than non-final adverse determinations that would be considered routine in the prosecution of patent and trademark applications) by a court or Applicable IP Office regarding the validity or enforceability of such Grantor’s ownership of, interest in, right to use, register, own or maintain any Material Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office). Such Grantor shall take all actions that are commercially reasonable to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Material Intellectual Property.

(d) Such Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that any Material Intellectual Property of such Grantor is or has

been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, such Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto.

(e) In accordance with Section 5.7(a), such Grantor shall (i) execute and deliver to both Agents in form and substance reasonably acceptable to the Agents and suitable for filing in the Applicable IP Office the short-form intellectual property security agreements in the form attached hereto as Annex 3 for all Copyrights, Trademarks, and Patents owned by such Grantor registered or subject to an application for registration in the jurisdictions of Canada or the United States and (ii) execute and deliver to both Agents in form and substance reasonably acceptable to the Agents and suitable for filing in the Applicable IP Office short-form intellectual property security agreements in the form attached hereto as Annex 3 for all Copyrights, Trademarks and Patents of such Grantor registered or subject to an application for registration in the jurisdictions of Sweden or Finland; provided that (A) such Copyrights, Trademarks and Patents are Material Intellectual Property, and (B) such Grantor has obtained an opinion of local counsel (as selected by such Grantor and acceptable to the Agents, acting reasonably) confirming that (x) the filing of such security agreements would not constitute an assignment or transfer of ownership of such Material Intellectual Property and (y) the filing is necessary or desirable in order to perfect or protect the Security Interest of the Agents in such Material Intellectual Property.

Section 5.8 Notices. Such Grantor shall promptly notify both Agents in writing of its acquisition of any interest hereafter in property in excess of \$250,000, in the aggregate at any time that is of a type where a security interest or lien must be or may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

Section 5.9 Notice of Commercial Tort Claims. Such Grantor agrees that, if it shall acquire any interest in any commercial tort claim where such Grantor's claim is in excess of \$100,000 or its recovery thereunder would reasonably be expected to be greater than \$100,000 (whether from another Person or because such commercial tort claim shall have come into existence), (i) such Grantor shall, within five (5) Business Days thereof, deliver to both Agents, in each case in form and substance reasonably satisfactory to both Agents, a notice of the existence and nature of such commercial tort claim and a supplement to Schedule 6 containing a specific description of such commercial tort claim, (ii) Section 3.1 shall apply to such commercial tort claim and (iii) such Grantor shall execute and deliver to both Agents, in each case in form and substance reasonably satisfactory to both Agents, any document, and take all other action, reasonably deemed by both Agents to be reasonably necessary to create, perfect and protect both Agents' Liens, on behalf of the Secured Parties, and create a perfected security interest having at least the priority set forth in Section 4.2 in all such commercial tort claims. Any supplement to Schedule 6 delivered pursuant to this Section 5.9 shall, after the receipt thereof by both Agents, become part of Schedule 1 for all purposes hereunder other than in respect of representations and warranties made prior to the date of such receipt.

Section 5.10 Controlled Securities Account. Each Grantor shall deposit all of its Cash Equivalents in securities accounts that are Controlled Securities Accounts except for Cash Equivalents the aggregate value of which together with all amounts described in Section 4.11 of the Credit Agreement, in the aggregate, does not exceed \$500,000 at any time.

## ARTICLE VI

### REMEDIAL PROVISIONS

#### Section 6.1 Other Remedies.

(a) UCC Remedies. During the continuance of an Event of Default, the Applicable Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Secured Obligation, all rights and remedies of a secured party under the UCC or any other applicable law.

(b) Disposition of Collateral. Without limiting the generality of the foregoing, the Applicable Agent may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), during the continuance of any Event of Default (personally or through its agents or attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving any Grantor or any other Person notice or opportunity for a hearing on either Agent's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) sell, assign, convey, transfer, grant option or options to purchase and deliver any Collateral (enter into Contractual Obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Both Agents shall have the right, upon any such public sale or sales and, to the extent permitted by the UCC and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of any Grantor, which right or equity is hereby waived and released.

(c) Management of the Collateral. Each Grantor further agrees, that, during the continuance of any Event of Default, (i) at either Agent's request, it shall assemble the Collateral and make it available to the Agents at places that the Agents shall reasonably select, whether at such Grantor's premises or elsewhere, (ii) without limiting the foregoing, the Agents also have the right to require that each Grantor store and keep any Collateral pending further action by either Agent and, while any such Collateral is so stored

or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Applicable Agent is able to sell, assign, convey or transfer any Collateral, the Applicable Agent shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by either Agent and (iv) the Applicable Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Agents' remedies (for the benefit of itself and the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. No Agent shall have any obligation to any Grantor to maintain or preserve the rights of any Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of any Agent.

(d) Application of Proceeds. The Applicable Agent shall apply the cash proceeds of any action taken by it pursuant to this Section 6.1, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any Collateral or in any way relating to the Collateral or the rights of the Agents and any other Secured Party hereunder, including reasonable legal fees and disbursements, to the payment in whole or in part of the Secured Obligations, as set forth in the Credit Agreement, and only after such application and after the payment by the Applicable Agent of any other amount required by any Requirement of Law, need the Agents account for the surplus, if any, to any Grantor.

(e) Direct Obligation. No Agent or any other Secured Party shall be required to make any demand upon, or pursue or exhaust any right or remedy against, any Grantor, any other Credit Party or any other Person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor or any direct or indirect guaranty thereof. All of the rights and remedies of the Agents and any other Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against either Agent or any Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(f) Commercially Reasonable. To the extent that applicable Requirements of Law impose duties on either Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for either Agent to do any of the following:

(i) fail to incur significant costs, expenses or other Liabilities reasonably deemed as such by either Agent to prepare any Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition;

(ii) fail to obtain Permits, or other consents, for access to any Collateral to sell or for the collection or sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain Permits or other consents for the collection or disposition of any Collateral;

(iii) fail to exercise remedies against account debtors or other Persons obligated on any Collateral or to remove Liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature, or to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring any such Collateral;

(v) exercise collection remedies against account debtors and other Persons obligated on any Collateral, directly or through the use of collection agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature, or, to the extent deemed appropriate by either Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agents in the collection or disposition of any Collateral, or utilize Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

(vi) dispose of assets in wholesale rather than retail markets;

(vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or

(viii) purchase insurance or credit enhancements to insure the Agents against risks of loss, collection or disposition of any Collateral or to provide to the Agents a guaranteed return from the collection or disposition of any Collateral.

Each Grantor acknowledges that the purpose of this Section 6.1 is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by either Agent or the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6.1. Without limitation upon the foregoing, nothing contained in this Section 6.1 shall be construed to grant any rights to any Grantor or to impose any

duties on either Agent that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 6.1.

(g) IP Licenses. For the purpose of enabling the Agents to exercise rights and remedies under this Section 6.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as the Applicable Agent is lawfully exercising such rights and remedies, each Grantor hereby grants (solely to the extent such Grantor is permitted to do so under the applicable Intellectual Property) to both Agents, for the benefit of itself and the Secured Parties, a nonexclusive, worldwide license or sublicense (as applicable) that shall be exercisable without payment of royalty or other compensation to such Grantor (and including in such license the right to sublicense), to use and practice any Intellectual Property now owned by or licensed to, or hereafter acquired by or licensed to, such Grantor and access to all media in which any of the licensed Intellectual Property may be recorded or stored and to all Software and programs used for the compilation or printout thereof, provided that no Grantor shall be required to provide a sublicense of any IP License to the Agents if to do so would be in breach of the underlying IP License. The Agents acknowledge the terms of the license or sublicense granted to it under this subsection (h) and acknowledges that the standard of quality for the use, assignment or sublicensing of any Trademark of any Grantor shall be no less than the standard of quality employed by such Grantor as of the day before the exercise of rights and remedies under Article 6 by either Agent in conjunction with wares and/or services sold in association with such Trademark.

(h) Real Property Licenses. For the purpose of enabling the Agents to exercise rights and remedies under this Section 6.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as both Agents shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to both Agents, for the benefit of itself and the Canadian Secured Parties, an irrevocable license (without payment of rent or other compensation to such Grantor) to use, operate and occupy all real Property owned, operated, leased, subleased or otherwise occupied by such Grantor, subject in each case to any restrictions contained in any applicable lease, sublease or license.

## Section 6.2      Accounts and Payments in Respect of General Intangibles.

(a) In addition to, and not in substitution for, any similar requirement in the Credit Agreement, if required by either Agent at any time during the continuance of an Event of Default, any payment of accounts or payment in respect of general intangibles, when collected by any Grantor, shall be promptly (and, in any event, within 2 Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Applicable Agent, in a Cash Collateral Account, subject to withdrawal by the Applicable Agent as provided in Section 6.4. Until so turned over, such payment shall be

held by such Grantor in trust for the Applicable Agent, segregated from other funds of such Grantor. Each such deposit of proceeds of accounts and payments in respect of general intangibles shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At any time during the continuance of an Event of Default:

(i) each Grantor shall, upon either Agent's request, deliver to both Agents all original and other documents evidencing, and relating to, the Contractual Obligations and transactions that gave rise to any account or any payment in respect of general intangibles, including all original orders, invoices and shipping receipts and notify account debtors that the accounts or general intangibles have been collaterally assigned to the Agents and that payments in respect thereof shall be made directly to the Applicable Agent; and

(ii) either Agent may, without notice, at any time during the continuance of an Event of Default, limit or terminate the authority of a Grantor to collect its accounts or amounts due under general intangibles or any thereof and, in its own name or in the name of others, communicate with account debtors to verify with them to the Agents' satisfaction the existence, amount and terms of any account or amounts due under any general intangibles. In addition, either Agent may at any time enforce such Grantor's rights against such account debtors and obligors of general intangibles.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each account and each payment in respect of general intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any agreement giving rise to an account or a payment in respect of a general intangible by reason of or arising out of any Loan Document or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any obligation of any Grantor under or pursuant to any agreement giving rise to an account or a payment in respect of general intangibles, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

### Section 6.3 Pledged Collateral.

(a) Voting Rights. During the continuance of an Event of Default, upon notice by the Applicable Agent to the relevant Grantor or Grantors, the Applicable Agent or its nominee may exercise (A) any voting, consent, corporate and other right pertaining to the Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Pledged Collateral or otherwise and (B) any right of

conversion, exchange and subscription and any other right, privilege or option pertaining to the Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate or equivalent structure of any issuer of Pledged Stock, the right to deposit and deliver any Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Applicable Agent may determine), all without liability except to account for property actually received by it; provided, however, that no Agent shall have any duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(b) Proxies. In order to permit the Applicable Agent to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions that it may be entitled to receive hereunder after the occurrence of an Event of Default which is continuing, (i) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Applicable Agent all such proxies, dividend payment orders and other instruments as the Agents may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, such Grantor hereby grants to both Agents an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) during the continuance of an Event of Default and which proxy shall only terminate upon the payment in full of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted).

(c) Authorization of Issuers. Each Grantor hereby expressly irrevocably authorizes and instructs, without any further instructions from such Grantor, each issuer of any Pledged Collateral pledged hereunder by such Grantor to (i) comply with any instruction received by it from either Agent in writing that states that an Event of Default is continuing and is otherwise in accordance with the terms of this Agreement and each Grantor agrees that such issuer shall be fully protected from Liabilities to such Grantor in so complying and (ii) unless otherwise expressly permitted hereby or the Credit Agreement, pay any dividend or make any other payment with respect to the Pledged Collateral directly to the Applicable Agent.

Section 6.4 Proceeds to be Turned over to and Held by Applicable Agent. Unless otherwise expressly provided in the Credit Agreement or this Agreement, all proceeds of any Collateral received by any Grantor hereunder in cash or Cash Equivalents shall be held by such Grantor in trust for the Applicable Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, promptly upon receipt by any Grantor, be turned over to the



Applicable Agent in the exact form received (with any necessary endorsement). All such proceeds of Collateral and any other proceeds of any Collateral received by the Applicable Agent in cash or Cash Equivalents shall be held by the Agents in a Cash Collateral Account. All proceeds being held by either Agent in a Cash Collateral Account (or by such Grantor in trust for the Applicable Agent) shall continue to be held as collateral security for the Secured Obligations and shall not constitute payment thereof until applied as provided in the Credit Agreement.

Section 6.5      Sale of Pledged Collateral.

(a) Each Grantor recognizes that the Agents may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in Securities Act and applicable state or foreign securities laws or otherwise or may determine that a public sale is impracticable, not desirable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. No Agent shall be under any obligation to delay a sale of any Pledged Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under Securities Act and applicable state or foreign securities laws even if such issuer would agree to do so.

(b) Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of any portion of the Pledged Collateral pursuant to Section 6.1 and this Section 6.5 valid and binding and in compliance with all applicable Requirements of Law. Each Grantor further agrees that a breach of any covenant contained herein will cause irreparable injury to the Agents and the Secured Parties, that the Agents and the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained herein shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement. Each Grantor waives any and all rights of contribution or subrogation upon the sale or disposition of all or any portion of the Pledged Collateral by either Agent.

Section 6.6      Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorney employed by either Agent or any other Secured Party to collect such deficiency.

## ARTICLE VII

### THE AGENTS

#### Section 7.1 Agents' Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints both Agents and any Related Person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of the Loan Documents, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of the Loan Documents, and, without limiting the generality of the foregoing, each Grantor hereby gives both Agents and its Related Persons the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any of the following when an Event of Default shall be continuing:

(i) in the name of such Grantor, in its own name or otherwise, take possession of and endorse and collect any cheque, draft, note, acceptance or other instrument for the payment of moneys due under any account or intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by either Agent for the purpose of collecting any such moneys due under any account or general intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by or licensed to the Grantors, execute, deliver and have recorded any document that either Agent may request to evidence, effect, publicize or record such Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby; unless to do so would constitute a breach of the applicable IP License,

(iii) pay or discharge taxes and Liens levied or placed on or threatened against any Collateral, effect any repair or pay any insurance called for by the terms of the Credit Agreement (including all or any part of the premiums therefor and the costs thereof);

(iv) execute, in connection with any sale provided for in Section 6.1 or Section 6.5, any document to effect or otherwise necessary or appropriate in relation to evidence the sale of any Collateral; or

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Applicable Agent or as the Applicable Agent shall direct, (B) ask or demand for, and collect and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any

Collateral, (C) sign and endorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against such Grantor with respect to any Collateral, (F) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection therewith, give such discharges or releases as either Agent may deem appropriate, (G) assign any Intellectual Property owned by the Grantors or any IP Licenses (subject to any third party restrictions on assignment contained therein) of the Grantors throughout the world on such terms and conditions and in such manner as either Agent shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment; provided that each Agent's right to assign any Intellectual Property pursuant to this paragraph (G) shall only arise at such time as the Applicable Agent is lawfully exercising its rights and remedies hereunder and (H) generally, sell, assign, convey, transfer or grant a Lien on, make any Contractual Obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Agents were the absolute owners thereof for all purposes and do, at the Agents' option, at any time or from time to time, all acts and things that the Agents deem necessary to protect, preserve or realize upon any Collateral and the security interests of either Agent and the Secured Parties therein and to effect the intent of the Loan Documents, all as fully and effectively as such Grantor might do.

(vi) If any Grantor fails to perform or comply with any Contractual Obligation contained herein, either Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such Contractual Obligation.

(b) The expenses of both Agents incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate set forth in subsection 1.3(c) of the Credit Agreement, from the date of payment by the Applicable Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Applicable Agent on demand.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section 7.1. All powers, authorizations, proxies and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 7.2 Authorization to File Financing Statements. Each Grantor authorizes both Agents and its Related Persons, at any time and from time to time during the effectiveness of this Agreement, to file or record financing statements, amendments thereto, and other filing or recording documents or instruments with respect to any Collateral in such

form and in such offices as the Agents reasonably determine appropriate to perfect the security interests of both Agents under this Agreement, and such financing statements and amendments may described the Collateral covered thereby as "all assets of the debtor." A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Such Grantor also hereby ratifies its authorization for both Agents to have filed any initial financing statement or amendment thereto under the UCC (or other similar laws) in effect in any jurisdiction if filed prior to the date hereof.

Section 7.3 Authority of Agents. Each Grantor acknowledges that the rights and responsibilities of the Agents under this Agreement with respect to any action taken by either Agent or the exercise or non-exercise by either Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agents and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between such Agent or the Agents, as applicable, and the Grantors, such Agent or either Agent, as applicable, shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation or entitlement to make any inquiry respecting such authority.

Section 7.4 Duty; Obligations and Liabilities.

(a) Duty of the Agents. Each Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the such Agents deals with similar property for its own accounts. The powers conferred on both Agents hereunder are solely to protect the Agents' interests in the Collateral and shall not impose any duty upon either Agent to exercise any such powers. Both Agents shall be accountable only for amounts received as a result of the exercise of such powers, and neither Agent nor any of their Related Persons shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction. In addition, no Agent shall be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other bailee if such Person has been selected by either Agent in good faith.

(b) Obligations and Liabilities with respect to Collateral. No Secured Party and no Related Person thereof shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Agents hereunder shall not impose any duty upon any other Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their

respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 Reinstatement. Each Grantor agrees that, if any payment made by any Credit Party or other Person and applied to the Secured Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by any Secured Party to such Credit Party, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing or (b) any provision of the Guaranty hereunder shall have been terminated, cancelled or surrendered, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

### Section 8.2 Release of Collateral.

(a) At the time provided in subsection 8.10(b) of the Credit Agreement, the Collateral shall be released from the Liens created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of both Agents and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file UCC financing change statements at such time evidencing the termination of the Liens so released. At the request of any Grantor following any such termination, the Applicable Agent shall deliver to such Grantor any Collateral of such Grantor held by either Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If the Agents shall be directed or permitted pursuant to subsection 8.10(b) of the Credit Agreement to release any Lien or any Collateral, such Collateral shall be released from the Liens created hereby to the extent provided under, and subject to the terms and conditions set forth in, such subsection. In connection therewith, each Agent, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

(c) At the time provided in subsection 8.10(b) of the Credit Agreement and at the request of the Grantors, a Grantor shall be released from its obligations hereunder in the event that all the Stock and Stock Equivalents of such Grantor shall be sold to any Person that is not an Affiliate of Borrowers and the Subsidiaries of the Borrowers in a transaction permitted by the Loan Documents.

Section 8.3 Independent Obligations. The obligations of each Grantor hereunder are independent of and separate from the Secured Obligations and the Guaranteed Obligations. If any Secured Obligation or Guaranteed Obligation is not paid when due, or upon any the occurrence of an Event of Default that is continuing, either Agent may, at its sole election, proceed directly and at once, without notice, against any Grantor and any Collateral to collect and recover the full amount of any Secured Obligation or Guaranteed Obligation then due, without first proceeding against any other Grantor, any other Credit Party or any other Collateral and without first joining any other Grantor or any other Credit Party in any proceeding.

Section 8.4 No Waiver by Course of Conduct. No Secured Party shall by any act (except by a written instrument pursuant to Section 8.5), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such Secured Party would otherwise have on any future occasion.

Section 8.5 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Credit Agreement; provided, however, that annexes to this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through Pledge Amendments and Joinder Agreements, in substantially the form of Annex 1 and Annex 2, respectively, in each case duly executed by both Agents and each Grantor directly affected thereby.

Section 8.6 Additional Grantors; Additional Pledged Collateral.

(a) Joinder Agreements. If, at the option of the Grantors or as required pursuant to Section 4.13 of the Credit Agreement, the Grantors shall cause any Subsidiary that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to both Agents a Joinder Agreement substantially in the form of Annex 2 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date.

(b) Pledge Amendments. To the extent any Pledged Collateral has not been delivered as of the Closing Date, such Grantor shall deliver a pledge amendment duly

executed by the Grantor in substantially the form of Annex 1 (each, a “Pledge Amendment”). Such Grantor authorizes the Agents to attach each Pledge Amendment to this Agreement.

Section 8.7     Notices. All notices, requests and demands to or upon the Agents or any Grantor hereunder shall be effected in the manner provided for in Section 9.2 of the Credit Agreement; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to the US Borrower’s notice address in the manner provided for in such Section 9.2.

Section 8.8     Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Secured Party and their successors and assigns; provided, however, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the both Agents.

Section 8.9     Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 8.10    Severability. Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

Section 8.11    Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of New York applicable therein.

Section 8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 8.12.

EACH GRANTOR AGREES TO BE BOUND BY THE PROVISIONS OF SUBSECTION 9.18(b) AND (c) OF THE CREDIT AGREEMENT.

Section 8.13 Permitted Liens. The inclusion or reference to Permitted Liens in this Agreement or in any other Loan Document is not intended to subordinate and shall not subordinate, and shall not be interpreted as subordinating, the Lien and security interest created by this Agreement or any other Loan Document to any Permitted Liens.

Section 8.14 Perfection of Security Interest in Immaterial Collateral. For greater certainty, perfection of the Security Interest granted in favor of either Agent in any Collateral and any registration, recordation or filing of any such Security Interest, shall not be required if, in either Agent's sole discretion acting reasonably, the cost of perfecting, registering, recording or filing of such Security Interest is in excess of the value of such Collateral.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, each of the undersigned has caused this Guaranty and Security Agreement to be duly executed and delivered as of the date first above written.

KBAU HOLDINGS US, INC.  
as Grantor

By: 

Name:

Title:

NIKE BAUER HOCKEY U.S.A., INC.  
as Grantor

By: 

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as US Agent

By: \_\_\_\_\_

Name:

Title:

SIGNATURE PAGE TO US GUARANTY  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, each of the undersigned has caused this Guaranty and Security Agreement to be duly executed and delivered as of the date first above written.

KBAU HOLDINGS US, INC.  
as Grantor

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

NIKE BAUER HOCKEY U.S.A., INC.  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as US Agent

By:   
Name: Mark Birkett  
Title: Duly Authorized Signatory

SIGNATURE PAGE TO US GUARANTY  
AND SECURITY AGREEMENT

ANNEX 1  
TO  
GUARANTEE AND SECURITY AGREEMENT<sup>1</sup>

FORM OF PLEDGE AMENDMENT

This Pledge Amendment, dated as of \_\_\_\_\_, 2008, is delivered pursuant to Section 8.6 of the Guaranty and Security Agreement, dated as of \_\_\_\_\_, 2008, by KBAU Holdings US, Inc. (the "US Borrower"), the undersigned Grantor and the other Affiliates of the US Borrower from time to time party thereto as Grantors in favor of GE Canada Finance Holding Company, as Canadian Agent for the Canadian Lenders, Canadian Swingline Lender and Canadian L/C Issuer, and in favor of General Electric Capital Corporation, as US Agent for the US Lenders, US Swingline Lender and US L/C Issuer referred to therein (the "Guaranty and Security Agreement"). Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

The undersigned hereby agrees that this Pledge Amendment may be attached to the Guaranty and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Pledge Amendment shall be and become part of the Collateral referred to in the Guaranty and Security Agreement and shall secure all Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Section 4.2, Section 4.5 and Section 4.10 of the Guaranty and Security Agreement is true and correct and as of the date hereof as if made on and as of such date.

[GRANTOR]

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

PLEDGED STOCK

<u>ISSUER</u>	<u>CLASS</u>	<u>CERTIFICATE NO(S).</u>	<u>PAR VALUE</u>	<u>NUMBER OF SHARES, UNITS OR INTERESTS</u>
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PLEDGED DEBT INSTRUMENTS

<u>ISSUER</u>	<u>DESCRIPTION OF DEBT</u>	<u>CERTIFICATE NO(S).</u>	<u>FINAL MATURITY</u>	<u>PRINCIPAL AMOUNT</u>
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ACKNOWLEDGED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as US Agent

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

GE CANADA FINANCE HOLDING COMPANY, as Canadian Agent

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

ANNEX 2  
TO  
GUARANTEE AND SECURITY AGREEMENT

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of \_\_\_\_\_, 2008, is delivered pursuant to Section 8.6 of the Guaranty and Security Agreement, dated as of \_\_\_\_\_, 2008, by KBAU Holdings US, Inc. (the "US Borrower") and the Affiliates of the US Borrower from time to time party thereto as Grantors in favor of GE Canada Finance Holding Company, as Canadian Agent for the Canadian Lenders, Canadian Swingline Lender and Canadian L/C Issuer, and in favor of General Electric Capital Corporation, as US Agent for the US Lenders, US Swingline Lender and US L/C Issuer referred to therein (the "Guaranty and Security Agreement"). Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 8.6 of the Guaranty and Security Agreement, hereby becomes a party to the Guaranty and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, 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 undersigned, hereby mortgages, pledges and hypothecates to the Agents for the benefit of the Secured Parties, and grants to the Agents 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 Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Guaranty and Security Agreement.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules 1 through 6 to the Guaranty and Security Agreement. By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agree that this Joinder Agreement may be attached to the Guaranty and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Joinder Amendment shall be and become part of the Collateral referred to in the Guaranty and Security Agreement and shall secure all Secured Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Article IV of the Guaranty and Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS JOINDER  
AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST  
ABOVE WRITTEN.

[Additional Grantor]

By: \_\_\_\_\_

Name:

Title:

ACKNOWLEDGED AND AGREED  
as of the date first above written:

[EACH GRANTOR PLEDGING  
ADDITIONAL COLLATERAL]

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

GENERAL ELECTRIC CAPITAL CORPORATION  
as US Agent

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

GE CANADA FINANCE HOLDING COMPANY  
as Canadian Agent

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



ANNEX 3  
TO  
GUARANTY AND SECURITY AGREEMENT

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT<sup>1</sup>

THIS [COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_, is made by \_\_\_\_\_, [“\_\_\_\_\_”], \_\_\_\_\_ [“\_\_\_\_\_”] and \_\_\_\_\_ [“\_\_\_\_\_”] (each a “Grantor” and, collectively, the “Grantors”), 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) and General Electric Capital Corporation (“GE Capital”), as US Agent (in such capacity, together with its successors and permitted assigns, the “US Agent”; and together with the Canadian Agent, the “Agents”) for the US Lenders, US L/C Issuer and US Swingline Lender (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of \_\_\_\_\_, 2008 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among KBAU Acquisition Canada, Inc. as the Canadian Borrower, KBAU Holdings US, 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, GE Canada, the Agents, GE Capital, the US Swingline Lender and initial US L/C Issuer 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 Guaranty and Security Agreement of even date herewith in favor of the Agents (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this [Copyright] [Patent] [Trademark] Security Agreement for purposes of filing the same with the [United States Copyright Office] [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 Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agents as follows:

---

<sup>1</sup> Separate agreements should be executed relating to each Grantor’s respective Copyrights, Patents, and Trademarks.

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

Section 2.     Grant of Security Interest in [Copyright] [Trademark] [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 Agents for the benefit of the Secured Parties, and grants to the Agents 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 "[Copyright] [Patent] [Trademark] Collateral"):

(a) [all of its Copyrights, including, without limitation, those Copyrights set forth on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(c) 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.]

or

(a) [all of its Patents, including, without limitation, those Patents set forth on Schedule 1 hereto;

(d) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(e) 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.]

or

(a) [all of its Trademarks including, without limitation, those Trademarks set forth on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application;

(f) all renewals and extensions of the foregoing;

(g) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(h) 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. Guaranty and Security Agreement. The security interest granted pursuant to this [Copyright] [Patent] [Trademark] Security Agreement is granted in conjunction with the security interest granted to the Agents pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agents with respect to the security interest in the [Copyright] [Patent] [Trademark] Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 [Copyrights] [Patents] [Trademarks] subject to a security interest hereunder.

Section 5. Counterparts. This [Copyright] [Patent] [Trademark] 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 [Copyright] [Patent] [Trademark] 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 [Copyright] [Patent]  
[Trademark] Security Agreement to be executed and delivered by its duly authorized  
officer as of the date first set forth above.

Very truly yours,

[GRANTOR]  
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:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

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

[SIGNATURE PAGE TO [COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT]

SCHEDULE 1  
FILINGS

1. With respect to KBAU Holdings US, Inc., the filing of a UCC-1 financing statement with the Secretary of State of Delaware.
2. With respect to NIKE Bauer Hockey U.S.A., Inc., the filing of a UCC-1 financing statement with the Secretary of State of Vermont.

SCHEDULE 2  
JURISDICTION OF ORGANIZATION; CHIEF EXECUTIVE OFFICE

Name of Entity	Jurisdiction of Organization	Chief Executive Office	File Number
KBAU Holdings US, Inc. <sup>1</sup>	Delaware	111 Radio Circle Mt. Kisco, New York 10549	4490992
NIKE Bauer Hockey U.S.A., Inc.	Vermont	150 Ocean Road Greenland, New Hampshire 03840	V-26429-0

<sup>1</sup> Immediately after the closing of the Loans on the Closing Date and the Related Transactions, pursuant to the US Merger, KBAU Holdings US, Inc. will merge with and into NIKE Bauer Hockey U.S.A., Inc. and following the US Merger NIKE Bauer Hockey U.S.A., Inc. will change its jurisdiction of incorporation from Vermont to Delaware.

SCHEDULE 3  
LOCATION OF INVENTORY AND EQUIPMENT

150 Ocean Road  
Greenland, New Hampshire 03840 USA

SCHEDULE 4  
PLEDGED COLLATERAL

1. KBAU Holdings US, Inc.

<u>ISSUER</u>	<u>CLASS</u>	<u>CERTIFICATE NO(S).</u>	<u>NO. OF SHARES, UNITS OR INTERESTS</u>
NIKE Bauer Hockey U.S.A., Inc.	Common Stock	6	1,000

2. NIKE Bauer Hockey U.S.A., Inc.





None.





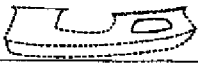
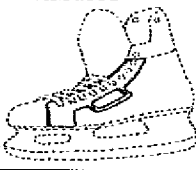

SCHEDULE 5  
INTELLECTUAL PROPERTY

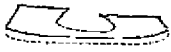
**4.6(a)(i) Intellectual Property Registrations and Applications**

**Trademarks**

Business Name	Country	Filing Date	App. No.	Reg. Date	Reg. No.	Remarks
<b>BAUER</b>	United States	5/9/1996	75/101855			Bauer US
	United States	9/10/1996	75/163779	8/19/2003	2751539	Bauer US
	United States	5/9/1996	75/101852	8/14/2001	2476882	Bauer US
<b>TUUK</b>	United States	1/23/1987	73/641056	12/1/1987	1467513	Bauer US
	United States	1/29/1988	73/709140	9/27/1988	1506104	Bauer US
3030	United States	1/21/1998	75/421019	2/9/1999	2222797	Bauer US
BAUER	United States	11/28/1995	75/028808	8/11/1998	2179817	Bauer US
BAUER	United States	8/22/1975	73/061162	10/19/1976	1050773	Bauer US
COOPER	United States	8/20/1976	73/097210	11/16/1982	1216442	Bauer US
COOPER	United States	6/8/2004	78/431396			Bauer US
DURA SOFT	United States	4/7/1988	73721008	1/17/1989	1521091	Bauer US
FASTEEL	United States	2/3/1987	73642799	6/20/1989	1544576	Bauer US
HEADSMART	United States	7/29/2005	78/681823			Bauer US
HOCKEY LOCKER	United States	4/7/1988	73721018	3/13/1990	1586763	Bauer US
HOCKEY SKATE DESIGN - VERSION 1 	United States	11/16/1999	75/849053	6/4/2002	2576799	Bauer US
HOCKEY SKATE DESIGN - VERSION 2	United States	11/16/1999	75/849052	6/4/2002	2576798	Bauer US

\* "Bauer US" means NIKE Bauer Hockey U.S.A., Inc.

Item No. / Title	Country	Filing Date	App. No.	Reg. Date	Pat. No.	Owner
						
HOCKEY STICK BLADE DESIGN 	United States	9/21/1999	75/804206	7/9/2002	2593134	Bauer US
ICM	United States	1/29/1988	709139	5/16/1989	1539428	Bauer US
IMPACT	United States	12/20/1996	75/216268	10/21/2003	2775902	Bauer US
MEGA	United States	3/10/1988	73/715958	7/11/1989	1547384	Bauer US
MICRON	United States	4/7/1987	653809	7/19/1988	1496830	Bauer US
N-DORFIN	United States	7/3/2000	76082950	6/15/2004	2852310	Bauer US
REACTOR	United States	1/13/1994	74/479168	2/27/2001	2431885	Bauer US
SKATE BLADE DESIGN 	United States	11/12/1986	630022	3/8/1988	1480284	Bauer US
SKATES EYESTAY DESIGN 	United States	11/26/1985	73570514	9/1/1987	1455471	Bauer US
STREET'S	United States	4/7/1988	720982	9/19/1989	1557430	Bauer US
STYLE & INSTINCT	United States	12/20/1996	75216262	10/30/2001	2501163	Bauer US
SUPREME	United States	5/9/1996	75/101853	8/1/2000	2373125	Bauer US
TNP & DESIGN	United States	2/17/2000	75922866	9/11/2001	2487062	Bauer US
TUUK	United States	12/1/2004	78/525306	7/4/2006	3111321	Bauer US
TUUK HOCKEY SKATE BLADE DESIGN (HONEYCOMB DESIGN) 	United States	12/17/1999	75/873510	2/13/2007	3207025	Bauer US
TUUK SKATE BLADE DESIGN (WITHOUT	United States	12/28/1999	75/881485	3/26/2002	2551672	Bauer US

Patent Title	Country	Filing Date	App. No.	Patent No.	Patent Title	
HONEYCOMB) 						
TUUK-T-LOCK	United States	7/3/2001	76/279994	6/15/2004	2852388	Bauer US
VELOCITY	United States	12/7/1995	75/029489	2/27/2001	2430589	Bauer US

## Patents

### U.S. Issued Utility Patents

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Patent Owner
10/691978	10/24/2003	6918847	7/19/2005	HOCKEY STICK BLADE	Bauer US
10/722470	11/28/2003	7047566	5/23/2006	LEG PAD WITH A STRAP	Bauer US
09/650383	8/29/2000	6205583	3/27/2001	ADJUSTABLE ELBOW PAD	Bauer US
10/311790	PCT: 9/25/2002 Priority: 9/25/2001	6966075	11/22/2005	ADJUSTABLE HELMETS	Bauer US
08/980312	11/28/1997	5956776	9/28/1999	ADJUSTABLE HELMET HAVING AN IMPROVED LOCKING MECHANISM	Bauer US
10/158063	5/31/2002 Priority: 6/8/2001	6654961	12/2/2003	ADJUSTABLE LEG PAD ASSEMBLY	Bauer US
09/722095	11/24/2000	6324700	12/4/2001	ADJUSTABLE PROTECTIVE HELMET	Bauer US
08/524514	9/7/1995	5652956	8/5/1997	ADJUSTABLE SHIN PAD	Bauer US
09/642271	8/18/2000	6247188	6/19/2001	ADJUSTABLE SHOULDER PAD	Bauer US
09/426018	10/25/1999	6233744	5/22/2001	ASYMMETRICAL PROTECTIVE SPORTING GLOVES	Bauer US
09/466,747	PCT: 5/1/1998	6517090	2/11/2003	ERGONOMIC SKATE BOOT WITH SHOCK ABSORBER	Bauer US
09/642270	8/18/2000	6272682	8/14/2001	EXTENSIBLE LEG PAD	Bauer US
08/989651	12/12/1997	5978973	11/9/1999	FASTENER FOR USE ON A PROTECTIVE HELMET	Bauer US
10/810555	3/29/2004	7316083	1/8/2008	FOOTWEAR HAVING AN OUTER SHELL MADE OF FOAM	Bauer US
08/812327	2/10/1995	5781929	7/21/1998	HOCKEY GOALTENDER'S GLOVE WITH FLEXIBLE CUFF	Bauer US
08/880286	2/10/1995	5806092	9/15/1998	HOCKEY GOALTENDER'S PAD WITH FLEXIBLE OUTSIDE ROLL	Bauer US
10/705849	11/13/2003 Priority: 8/15/2003	6981284	1/3/2006	HOCKEY HELMET COMPRISING A LATERAL ADJUSTMENT MECHANISM	Bauer US
10/705838	11/13/2003	6968575	11/29/2005	HOCKEY HELMET COMPRISING AN OCCIPITAL ADJUSTMENT MECHANISM	Bauer US
09/309000	11/26/1997 Priority	6298497	10/9/2001	HOCKEY HELMET WITH SELF-ADJUSTING PADDING	Bauer US

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Country
	11/29/1996				
10/157835	5/31/2002 Priority: 6/1/2001	6804832	10/19/2004	HOCKEY PANTS HAVING AN INTERCHANGEABLE PROTECTIVE UNIT	Bauer US
09/467527	12/21/1999 Priorities: 12/22/1998/ & 11/19/1999	6419241	7/16/2002	ICE SKATE RUNNER	Bauer US
10/038578	1/8/2002 Priority: 1/12/2001	6851682	2/8/2005	IN-LINE ROLLER SKATES WITH VIBRATION ABSORPTION SYSTEM	Bauer US
09/043808	7/20/1998	6062995	5/16/2000	JOINT ASSEMBLY COMPRISING A DEFORMING ELEMENT	Bauer US
10/974828	10/28/2004	7261787	8/28/2007	METHOD OF MAKING A FORMABLE HOCKEY STICK BLADE	Bauer US
10/391810	3/20/2003	7013487	3/21/2006	METHOD OF MAKING A PROTECTIVE PAD	Bauer US
09/468990	12/21/1999	6295679	10/2/2001	METHOD OF MAKING FOOTWEAR	Bauer US
10/295156	11/15/2002 Priority: 12/21/1999	6647576	11/18/2003	METHOD OF MANUFACTURING A SKATE BOOT	Bauer US
08/980370	11/28/1997 Priority: 11/29/1996	6202223	3/20/2001	PADDING WITH EMBEDDED FASTENER FOR USE IN A HELMET	Bauer US
09/953170	9/17/2001 Priority: 9/28/2000	6385780	5/14/2002	PROTECTIVE HELMET WITH ADJUSTABLE PADDING	Bauer US
09/986286	11/8/2001	6637036	10/28/2003	PROTECTIVE PANTS	Bauer US
09/941978	8/29/2001 Priority: 12/13/2000	6543057	4/8/2003	PROTECTIVE SPORTING GLOVE	Bauer US
09/486919	9/4/1998 Priority: 9/5/1997	6260290	7/17/2001	QUARTER FOR SKATE BOOT	Bauer US
10/011721	12/11/2001 Priority: 12/12/2000	6845522	1/25/2005	SHOULDER PADS WITH INTEGRAL ARM PROTECTORS	Bauer US
09/364087	7/30/1999	6164667	12/26/2000	SKATE BLADE AND SKATE BLADE ASSEMBLY	Bauer US
09/560789	4/28/2000	6769203	8/3/2004	SKATE BOOT	Bauer US
10/202868	7/26/2002	6871424	3/29/2005	SKATE BOOT	Bauer US
10/810554	3/29/2004	7290355	11/6/2007	SKATE BOOT COMPRISING A TONGUE	Bauer US
08/927077	9/1/1997	6079128	6/27/2000	SKATE BOOT CONSTRUCTION WITH INTEGRAL PLASTIC INSERT	Bauer US
09/742930	12/20/2000 Priority: 12/21/1998	6505422	1/14/2003	SKATE BOOT WITH TOE PROTECTOR	Bauer US
09/814730	3/23/2001 Priority:	6550159	4/22/2003	SKATE HAVING DYNAMIC RANGE OF MOTION	Bauer US

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Owner
	5/25/2000				
09/791694	2/26/2001 Priority: 12/28/2000	6568103	5/27/2003	SPEED LACING DEVICE	Bauer US
09/467523	12/21/1999 Priority: 12/22/1998	6748676	6/15/2004	SPORT FOOTWEAR COMPONENT CONSTRUCTION	Bauer US
10/834313	4/28/2004 12/22/1998	6922919	8/2/2005	SPORT FOOTWEAR COMPONENT CONSTRUCTION	Bauer US
09/469872	12/22/1999 Priority: 12/22/1998	6499233	12/31/2002	SPORT FOOTWEAR CONSTRUCTION	Bauer US
08/356134	12/15/1994	5505470	4/9/1996	TRI-AXLE SYSTEM FOR IN-LINE ROLLER SKATES	Bauer US

**U.S. Pending Utility Patent Applications**

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Owner
10/948548	9/24/2004 Priority: 1/15/2004			METHOD OF MAKING A FORMABLE HOCKEY STICK BLADE	Bauer US
10/995222	11/24/2004			CLEAR ICE SKATE BLADE HOLDER	Bauer US
11/907416	10/12/2007 Continuation of 10/995222 filed 11/24/2004			CLEAR ICE SKATE BLADE HOLDER	Bauer US
12/048941	3/14/2008			EPOXY CORE WITH EXPANDABLE MICROSPHERES	Bauer US
11/730213	3/30/2007			FACE GUARD FOR A HOCKEY HELMET	Bauer US
11/211668	8/26/2005			FACE GUARD FOR A SPORTS HELMET	Bauer US
11/057768	2/15/2005			GOALIE SKATE	Bauer US
12/048976	3/14/2008			HOCKEY BLADE WITH WRAPPED, STITCHED CORE	Bauer US
11/494488	7/28/2006			HOCKEY GLOVE	Bauer US
11/494546	7/28/2006			HOCKEY GLOVE	Bauer US
11/964932	12/27/2007			HOCKEY GLOVE	Bauer US
12/020057	1/25/2008			HOCKEY HELMET WITH AND OUTER SHELL MADE OF TWO DIFFERENT MATERIALS	Bauer US
11/212752	8/29/2005			HOCKEY PANTS	Bauer US
10/772316	2/6/2004			HOCKEY STICK BLADE	Bauer US
11/057767	2/15/2005			ICE SKATE BOOT	Bauer US
11/603830	11/24/2006 Divisional of 10/995222 filed 11/24/2004			METHOD OF CUSTOMIZING A BLADE HOLDER FOR AN ICE SKATE	Bauer US
11/907502	10/12/2007 Continuation of 10/772,316 filed			METHOD OF MAKING A HOCKEY STICK BLADE	Bauer US

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Country
	2/6/2004				
10/872714	6/21/2004			METHOD OF MAKING A SKATE BOOT	Bauer US
10/942075	9/16/2004			SHIRT FOR A HOCKEY PLAYER	Bauer US
11/506875	8/21/2006 Priority: 9/8/2005			SHOULDER PADS	Bauer US
11/044190	1/28/2005			SKATE BOOT	Bauer US
11/117413	4/29/2005			SKATE BOOT	Bauer US
11/655131	1/19/2007			SKATE BOOT	Bauer US
11/057766	2/15/2005			SPORTING BOOT	Bauer US

#### U.S. Issued Design Patents

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Country
29/172846	12/19/2002	D495095	8/24/2004	BICEPS PROTECTOR OF AN ELBOW PAD	Bauer US
29/181125	5/6/2003	D498334	11/9/2004	HOCKEY HELMET	Bauer US
29/172841	12/19/2002	D492819	7/6/2004	SET OF OVERLAYS FOR A SHOULDER PAD ASSEMBLY	Bauer US
29/172842	12/19/2002	D518922	4/11/2006	SET OF OVERLAYS OF A LEG PAD	Bauer US
29/198498	2/2/2004	D541487	4/24/2007	SIDE PROTECTOR OF A LEG PAD	Bauer US
29/172844	12/19/2002	D489493	5/4/2004	STRAP OF AN ELBOW PAD	Bauer US
29/181124	5/6/2003	D496762	9/28/2004	AERATION APERTURES OF A HOCKEY HELMET	Bauer US
29/064832	1/10/1997	D404101	1/12/1999	BRAKE FOR IN-LINE ROLLER SKATE	Bauer US
29/062441	11/15/1996	D388908	1/6/1998	GOALIE CATCHER GLOVE	Bauer US
29/063094	11/15/1996 Priority: 5/8/1996	D387116	12/2/1997	CHASSIS FOR AN IN-LINE ROLLER SKATE	Bauer US
29/063098	11/26/1996 Priority: 5/28/1996	D387834	12/16/1997	CHASSIS FOR IN-LINE ROLLER SKATE	Bauer US
29/203900	4/22/2004	D526474	8/15/2006	COWLING OF A GOALIE SKATE	Bauer US
29/257215	3/31/2006	D542520	5/15/2007	COWLING OF A GOALIE SKATE	Bauer US
29/067062	2/21/1997 Priority: 8/23/1996	D400311	10/27/1998	HELMET EAR PROTECTOR	Bauer US
29/172840	12/19/2002	D493258	7/20/2004	SET OF FRONT AND REAR PANELS OF A SHOULDER PAD	Bauer US
29/062440	11/15/1996	D396134	7/14/1998	SET OF GOALIE PAD	Bauer US
29/062438	11/15/1996	D389606	1/20/1998	GOALIE BLOCKER GLOVE	Bauer US
29/062465	11/15/1996	D387539	12/16/1997	GOALIE HOCKEY PANTS	Bauer US
29/015963	12/3/1993	D358232	5/9/1995	GOALTENDER'S MASK FOR ICE HOCKEY	Bauer US
29/067054	2/25/1997	D389324	1/20/1998	HANGER	Bauer US
29/236836	8/24/2005	D530455	10/17/2006	HOCKEY GLOVE	Bauer US

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	
29/261877	6/22/2006	D533968	12/19/2006	HOCKEY GLOVE	Bauer US
29/261879	6/22/2006	D533969	12/19/2006	HOCKEY GLOVE	Bauer US
29/261881	6/22/2006	D533970	12/19/2006	HOCKEY GLOVE	Bauer US
29/261880	6/22/2006	D534320	12/26/2006	HOCKEY GLOVE	Bauer US
29/261878	6/22/2006	D537211	2/20/2007	HOCKEY GLOVE	Bauer US
29/169797	10/25/2002	D484555	12/30/2003	HOCKEY STICK	Bauer US
29/150840	11/28/2001 Priority: 9/17/2001	D475205	6/3/2003	ICE SKATE BLADE	Bauer US
29/159672	4/26/2002	D488846	4/20/2004	ICE SKATE BLADE	Bauer US
29/159673	4/26/2002	D490131	5/18/2004	ICE SKATE BLADE AND ICE SKATE BLADE HOLDER	Bauer US
29/159670	4/26/2002	D488845	4/20/2004	ICE SKATE BLADE HOLDER	Bauer US
29/217885	11/24/2004	D511322	11/8/2005	ICE SKATE BLADE HOLDER	Bauer US
29/078852	11/4/1997 Priority: 5/4/1997	D416301	11/9/1999	IN-LINE ROLLER SKATE	Bauer US
29/106016	6/6/1999 Priority: 5/5/1997	D434823	12/5/2000	IN-LINE ROLLER SKATE	Bauer US
29/106215	6/6/1999 Priority: 9/17/2001	D435076	12/12/2000	IN-LINE ROLLER SKATE	Bauer US
29/169795	10/25/2002	D494747	8/24/2004	OUTSOLE FOR A SKATE BOOT	Bauer US
29/079170	11/6/1997 Priority: 5/6/1997	D412842	8/17/1999	PACKAGING BOX	Bauer US
29/075368	7/15/1997 Priority: 5/6/1997	D402419	12/8/1998	PROTECTIVE GLOVE	Bauer US
29/138954	3/23/2001	D453399	2/5/2002	PROTECTIVE HELMET	Bauer US
29/134179	12/15/2000	D454667	3/19/2002	PROTECTIVE VISOR	Bauer US
29/172843	12/19/2002	D500574	1/4/2005	SET OF OVERLAYS OF AN ELBOW PAD	Bauer US
29/192720	10/29/2003	D504166	4/19/2005	SHAFT FOR A HOCKEY STICK	Bauer US
29/192765	10/29/2003	D504929	5/10/2005	SHAFT FOR A HOCKEY STICK	Bauer US
29/008518	5/19/1993 Priority: 12/3/1992	D356400	3/14/1995	SHOULDER PAD ASSEMBLY FOR CONTACT SPORTS	Bauer US
29/015970	12/3/1993	D399642	10/20/1998	SKATE BOOT	Bauer US
29/159694	4/26/2002	D473703	4/28/2003	SKATE BOOT	Bauer US
29/185250	6/25/2003	D496974	10/5/2004	SKATE BOOT	Bauer US
29/183862	6/17/2003	D502752	3/8/2005	SKATE BOOT	Bauer US
29/223055	2/7/2005	D512476	12/6/2005	SKATE BOOT	Bauer US
29/223054	2/7/2005	D513778	1/24/2006	SKATE BOOT	Bauer US
29/078737	11/4/1997 Priority: 5/5/1997	D404893	2/2/1999	SKATE BOOT SHELL	Bauer US
29/084520	3/5/1998 Priority: 9/5/1997	D410136	5/25/1999	SKATE BOOT UPPER	Bauer US

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	
29/084517	3/5/1998 Priority: 9/5/1997	D414017	9/21/1999	SKATE BOOT UPPER	Bauer US
29/008517	5/19/1993	D371672	7/16/1996	SKATE BOOT OVERLAY	Bauer US
29/213263	9/16/2004	D535808	1/30/2007	SPORTING SHIRT	Bauer US
29/008530	5/19/1993 Priority: 12/2/1992	D371638	7/9/1996	SPORTS HELMET	Bauer US
29/042446	8/10/1995 Priority: 2/10/1995	D378624	3/25/1997	SPORTS HELMET	Bauer US
29/067060	2/21/1997 Priority: 8/23/1996	D401018	11/10/1998	SPORTS HELMET	Bauer US
29/042445	8/10/1995 Priority: 2/10/1995	D382672	8/19/1997	SPORTS HELMET VISOR	Bauer US
29/186220	7/11/2003	D496703	9/28/2004	PADDLE PORTION OF A GOALTENDER HOCKEY STICK	Bauer US
29/062439	11/15/1996	D391028	2/17/1998	UPPER BODY PAD FOR GOALIE	Bauer US

#### U.S. Pending Design Patent Applications

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	
29/295511	9/28/2007			ICE SKATE	Bauer US
29/304996	3/11/2008 Priority: 9/28/2007			ICE SKATE	Bauer US
29/305892	3/28/2008 Priority: 3/11/2008			ICE SKATE	Bauer US
29/305893	3/28/2008 Priority: 3/11/2008			ICE SKATE	Bauer US
29/305894	3/28/2008 Priority: 3/11/2008			ICE SKATE	Bauer US
29/305895	3/28/2008 Priority: 3/11/2008			ICE SKATE	Bauer US
29/305896	3/28/2008 Priority: 3/11/2008			ICE SKATE	Bauer US
29/305897	3/28/2008 Priority: 3/11/2008			ICE SKATE	Bauer US



Application Number	Filing Date	Patent Number	Patent Date	Patent Title	
29/291961	9/21/2007 Divisional of 29/213958, which is a reissue of 29/159672 filed 4/26/2002			ICE SKATE BLADE	Bauer US
29/213958	9/23/2004 Reissue of 29/159672 filed 4/26/2002			ICE SKATE BLADE	Bauer US
29/284063	8/30/2007			OUTER SHELL OF A HOCKEY HELMET	Bauer US

### Copyrights

None.

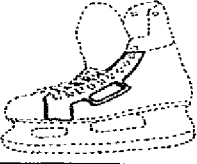
### Domain Names


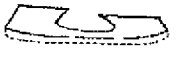
Domain Name	Expiry Date	Registration
bauer-biz.com	29-Mar-08	Bauer US
bauer-biz.us	29-Mar-08	Bauer US
bauer-inmyblood.com	3-Feb-08	Bauer US
bauer.biz	26-Mar-08	Bauer US
bauer.com	26-Feb-10	Bauer US
bauer.info	10-Aug-08	Bauer US
bauer.jobs	15-Sep-09	Bauer US
bauer.us	21-Apr-09	Bauer US
bauerbiz.us	29-Mar-08	Bauer US
bauercloseouts.com	29-Mar-08	Bauer US
bauerebiz.com	29-Mar-08	Bauer US
bauerebiz.us	29-Mar-08	Bauer US
bauerhockey.com	2-Jan-09	Bauer US
bauerinmyblood.com	3-Feb-08	Bauer US
bauernike.biz	6-Nov-09	Bauer US
bauernike.com	30-Nov-08	Bauer US

Domain Name	Expiry Date	Registrant
bauernikebiz.com	29-Mar-08	Bauer US
bauernikebiz.us	29-Mar-08	Bauer US
bauernikehockey-sales.com	7-Mar-08	Bauer US
bauernikehockey.biz	6-Nov-09	Bauer US
bauernikehockey.com	1-Dec-10	Bauer US
nikebauer.com	1-Dec-09	Bauer US
Nikebauer.mobi	26-Sep-08	Bauer US
NikeBauerBiz.us	8-Nov-08	Bauer US
nikebauerhockey.biz	6-Nov-09	Bauer US
nikebauerhockey.com	1-Dec-09	Bauer US
Lange.com	26-Feb-08	Bauer US
Daoust.com	26-Feb-09	Bauer US
Daoust.biz	6-Nov-09	Bauer US

#### 4.6(b)(ii) Material Intellectual Property

##### Trademarks

Trademark Name	Country	Issue Date	App. No.	Reg. Date	Reg. No.	Registrant
<b>BAUER</b>	United States	5/9/1996	75/101855			Bauer US
<b>TUUK</b>	United States	1/23/1987	73/641056	12/1/1987	1467513	Bauer US
BAUER	United States	8/22/1975	73/061162	10/19/1976	1050773	Bauer US
SKATES EYESTAY 	United States	11/26/1985	73570514	9/1/1987	1455471	Bauer US
DESIGN SUPREME	United States	5/9/1996	75/101853	8/1/2000	2373125	Bauer US
TUUK	United States	12/1/2004	78/525306	7/4/2006	3111321	Bauer US

Patent Title	Country	Filing Date	App. No.	Pub. Date	Pub. No.	Owner
TUUK HOCKEY SKATE BLADE DESIGN (HONEYCOMB DESIGN) 	United States	12/17/1999	75/873510	2/13/2007	3207025	Bauer US
TUUK SKATE BLADE DESIGN (WITHOUT HONEYCOMB) 	United States	12/28/1999	75/881485	3/26/2002	2551672	Bauer US

## Patents

### U.S. Issued Utility Patents

Application Number	Filing Date	Patent Number	Patent Date	Patent Title	Owner
08/927077	9/1/1997	6079128	6/27/2000	SKATE BOOT CONSTRUCTION WITH INTEGRAL PLASTIC INSERT	Bauer US
09/560789	4/28/2000	6769203	8/3/2004	SKATE BOOT	Bauer US
10/202868	7/26/2002	6871424	3/29/2005	SKATE BOOT	Bauer US
10/311790	PCT: 9/25/2002 Priority: 9/25/2001	6966075	11/22/2005	ADJUSTABLE HELMETS	Bauer US

## Copyrights

None.

### 4.6(a)(iii) Material IP Licenses

Trademark License Agreement (NIKE®, AIR®, DRI-FIT®, iD® and “Swoosh” Logo), dated April 16, 2008, among Nike, Inc., Nike International Limited, and Nike Bauer Hockey Corp.<sup>+</sup>

Trademark License Agreement (VAPOR®), dated April 16, 2008, among Nike, Inc., Nike International Limited, and Nike Bauer Hockey Corp.<sup>+</sup>

### 4.6(a)(iv) Material Software

SAP R/E and AFS (pursuant to an agreement with SAP America, Inc.)  
Oracle (pursuant to an agreement with Oracle USA, Inc.)

<sup>+</sup> Although the Nike Bauer Hockey Corp. is the licensee under this agreement, Nike Bauer Hockey U.S.A., Inc. will also have rights to the licensed intellectual property.

Microsoft – Exchange 2003, SQL Server (pursuant to an agreement with Microsoft)  
Gentran (pursuant to an agreement with Sterling Commerce, Inc.)

**4.6(a)(5) Material IP Licenses with Respect to Material Intellectual Property**

None.

**4.6(b)**

Capitalized terms used in this subsection 4.6(b) of Schedule 5 and not otherwise defined in this subsection, shall have the meanings set forth in the US Share Purchase Agreement.

**4.6(b)(i) Cancelled, Expired, Abandoned or Otherwise Terminated**

None.

**4.6(b)(ii) Opposition, Invalidation or Cancellation Proceedings Related to Trademarks Included in the Material Intellectual Property**

- Eddie Bauer, Inc. filed Opposition No. 91170702, on or about April 2006, in the United States Patent and Trademark Office, against Nike, Inc.'s trademark application for BAUER (stylized), App. No. 75/101,855. Nike, Inc. filed its Answer on November 19, 2007, and the discovery period is currently set to end on April 16, 2008.
- Roller Derby Skate Corporation filed, with the United States Patent and Trademark Office, the following Proceedings in August 2002 and March 2002, respectively: (i) Cancellation No. 92040955, against Bauer Nike Hockey Inc.'s trademark registration for the "TUUK Skate Blade Design (without honeycomb)", Reg. No. 2,551,672; and (ii) Opposition No. 91151445, against Nike, Inc.'s trademark application for the "TUUK Skate Blade Design (with honeycomb)", App. No. 75/873,510. The Proceedings were combined, and dismissed with prejudice by the U.S. Trademark Trial and Appeal Board on November 4, 2006. Nike, Inc.'s App. No. 75/873,510 subsequently matured into Reg. No. 3,207,025.

**4.6(b)(iii) Opposition, Invalidation or Cancellation Proceedings Related to Patents Included in the Material Intellectual Property**

None.

**4.6(b)(iv) Opposition, Invalidation or Cancellation Proceedings Related Domain Names Included in the Material Intellectual Property**

To the extent that any Trademark included in the Material Intellectual Property is the subject of a Proceeding listed in Section 4.6(b)(ii) of this Schedule 5, the outcome of such Proceeding could limit Bauer's ability to use the mark as part of a domain name.

**4.6(c) Pending or Threatened Actions, Investigations, Suits, Proceedings, Audits, Claims, Demands, Orders or Disputes Challenging the Ownership, Use, Validity, Enforceability of, or such Grantor's Rights in, any Trademarks, Patents or Internet Domain Names included in the Material Intellectual Property**

- In an August 18, 2006 letter, Eddie Bauer, Inc. asserted that Bauer's uses of the "Swoosh Bauer" logo and the "NIKE BAUER" trademark are prohibited under the terms of the Settlement Agreement dated December 18, 1979, between Eddie Bauer, Inc. and Greb Industries Limited, a predecessor in interest to Bauer, and therefore Bauer's use of such marks constitutes trademark infringement. Bauer responded to Eddie Bauer, Inc. in a November 20, 2006 letter, rejecting Eddie Bauer, Inc.'s claims, but proposing terms for a possible new co-existence agreement between the parties Bauer is not aware of any actual confusion resulting from its use of the "Swoosh Bauer" logo and the "NIKE BAUER" trademark. Eddie Bauer is currently negotiating a settlement of this dispute with Buyer.

**4.6(c) Material Infringement, Misappropriation, Dilution, Violations or Other Impairments of Any Trademarks or Patents Included in the Material Intellectual Property**

- In April 2005, NIKE International was made aware of a potential claim arising from the fact that Reebok International, Ltd. was selling caps and hockey skates, gloves and helmets with a "REEBOK" logo that may potentially infringe upon NIKE International's registered and common law trademark rights in the "EYESTAY" design and/or a settlement agreement between Sport Maska Inc. (a subsidiary of Reebok International Ltd.) and Bauer. No claims have been made.

SCHEDULE 6  
COMMERCIAL TORT CLAIMS

None.