

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Hillerich & Bradsby & Co.	12/30/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	1375 E. 9th Street, Suite 2430
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114

**PROPERTY NUMBERS Total: 80**

Property Type	Number
Application Number:	07796782
Application Number:	11181472
Application Number:	29082531
Application Number:	08967217
Application Number:	61005137
Application Number:	10813452
Application Number:	08105924
Application Number:	10728583
Application Number:	09433988
Application Number:	08775336
Application Number:	10360480
Application Number:	08522542
Application Number:	08771967
Application Number:	11243311
Application Number:	09867084

**OP \$3200.00 07796782**

Application Number:	09491742
Application Number:	10210433
Application Number:	29317936
Application Number:	29317933
Application Number:	09923163
Application Number:	08633119
Application Number:	08997344
Application Number:	12118188
Application Number:	11194178
Application Number:	08358549
Application Number:	09630726
Application Number:	11462075
Application Number:	10108815
Application Number:	08811456
Application Number:	08810669
Application Number:	08099348
Application Number:	08810668
Application Number:	11931020
Application Number:	29192594
Application Number:	29192591
Application Number:	29302563
Application Number:	29302562
Application Number:	29302560
Application Number:	29302561
Application Number:	10330784
Application Number:	10847187
Application Number:	10003893
Application Number:	10866444
Application Number:	08873698
Application Number:	10156290
Application Number:	29003870
Application Number:	29034916
Application Number:	08006328
Application Number:	08259800
Application Number:	29035469

Application Number:	11555304
Application Number:	09957567
Application Number:	10001325
Application Number:	08490334
Application Number:	29082532
Application Number:	29098849
Application Number:	09391996
Application Number:	29109155
Application Number:	29129937
Application Number:	08791464
Application Number:	29034917
Application Number:	10955719
Application Number:	08745185
Application Number:	08510847
Application Number:	10819541
Application Number:	08802516
Application Number:	07260866
Application Number:	08798952
Application Number:	11931036
Application Number:	09288082
Application Number:	08657362
Application Number:	29323105
Application Number:	29323106
Application Number:	29323107
Application Number:	29323100
Application Number:	29104355
Application Number:	08838739
Application Number:	11895261
Application Number:	10670859
Application Number:	11132090

**CORRESPONDENCE DATA**

Fax Number: (513)651-6981

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

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Email: rschalnat@fbtlaw.com

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Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: 1030997/0563684

NAME OF SUBMITTER: Ria Farrell Schalnat

Total Attachments: 12  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**HILLERICH & BRADSBY CO.**, a corporation organized under the laws of the Commonwealth of Kentucky ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns, and pledges to **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (in such capacity the "Agent") for the benefit of the Lenders (as hereinafter defined), and grants to Agent a security interest in, the following collateral, wherever located, now existing and hereafter arising or coming into existence (the "Collateral"):

- 1.1 all trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Trademarks");
- 1.2 all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals, and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");
- 1.3 all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");

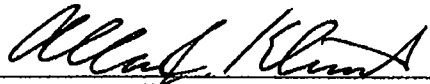
- 19.10 **Definitions.** Capitalized terms used in the Exhibits hereto and herein and not otherwise defined will be given the definitions set forth in the Loan Agreement, and if not defined therein, in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement
- 19.11 **Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Louisville, Kentucky and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles.
- 19.12 **Jurisdiction.** *Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Kentucky, or, at the option of Agent in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Agent at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.*
- 19.13 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Signed on December 30, 2008.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

HILLERICH & BRADSBY CO.

By:   
Allan J. Klimusko  
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Cindy A. Mustard  
Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

HILLERICH & BRADSBY CO.

By: \_\_\_\_\_  
Allan J. Klimusko  
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION

By: Cindy A. Mustard  
Cindy A. Mustard  
Vice President



STATE OF Kentucky )  
 ) ss.  
COUNTY OF Jefferson )

On this 30<sup>th</sup> day of December, 2008, acknowledged before me by Allan J. Klimusko, the Chief Financial Officer of **HILLERICH & BRADSBY CO.**, who executed the foregoing instrument on behalf of such corporation.

Brenda F. Smith  
Notary Public  
My Commission Expires: 3-24-2010

STATE OF OHIO )  
 ) ss.  
COUNTY OF Hamilton )

On this 30<sup>th</sup> day of December, 2008, acknowledged before me by Cindy A. Mustard, the Vice President of **PNC BANK, NATIONAL ASSOCIATION**, who executed the foregoing instrument on behalf of said association.



MICHAEL JOHN O'GRADY Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03

[Signature]  
Notary Public  
My Commission Expires: N/A

## SCHEDULE B

### Patents

#### Issued:

Country

Patent No.

Issue Date

#### Pending:

Country

Serial No.

Filing Date

# Patent Inventory

<i>Patent Title</i> <i>(Informal title)</i>	<i>Application Number</i>	<i>Patent Number</i>	<i>Status</i>
Ornamental Baseball Bat and Method of Manufacture <i>3D Routed Letter Bat</i>	796,782	5,190,829	Issued
Baseball Glove <i>A Baseball Glove V-Pad Baseball Glove Pad</i>	11/181,472	7,353,544	Issued
A Wooden Hockey Stick Having an Elastomeric Sleeve about its Handle <i>A Wooden Hockey Stick Having an Elastomeric Sleeve about its Handle</i>	29/082,531	D412,544	Issued
Aluminum Bat with Internal Grooves <i>Aluminum Bat with Internal Grooves</i>	08/967,217	5,961,405	Issued
Apparatus for Deterring Modification of Sports Equipment <i>Apparatus for Deterring Modification of Sports Equipment</i>	61/005,137		Pending
Automatic Leveling Fixture <i>Automatic Leveling Fixture</i>	10/813,452		Pending
Ball Bat with Concentrated Weight Load and Method of Making Same <i>Ball Bat with Concentrated Weight Load and Method of Making Same</i>	08/105,924	5,393,055	Issued
Baseball glove <i>Baseball Glove (BIONIC) (youth glove)</i>	10/728,583	6,851,123	Issued
Baseball/Softball Equipment Bag <i>Baseball/Softball Equipment Bag (Locker Bag)</i>	09/433,988	6,595,358	Issued
Baseball/Softball Equipment Bag <i>Baseball/Softball Equipment Bag (Locker Bag)</i>	08/775,336	6,009,995	Issued
Baseball/Softball Equipment Bag <i>Baseball/Softball Equipment Bag (Locker Bag)</i>	10/360,480	6,732,863	Issued
Baseball/Softball Equipment Bag <i>Baseball/Softball Equipment Bag (Locker Bag)</i>	08/522,542	5,588,529	Issued
Bat Having a Rolled Sheet Inserted into the Barrel <i>Bat Having a Rolled Sheet Insered into the Barrel - (Spring Steel) (TPS Trampoline/Double Wall)</i>	08/771,967	5,676,610	Issued
Batting Glove <i>Batting Glove - Ad Pad</i>	11/243,311		Published
Batting Glove <i>Batting Glove (BIONIC)</i>	09/867,084	6,389,601	Issued

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<i>Patent Title (Informal title)</i>	<i>Application Number</i>	<i>Patent Number</i>	<i>Status</i>
Batting Glove <i>Batting Glove (BIONIC)</i>	09/491,742	6,253,382	Issued
Baseball Glove <i>Batting Glove (BIONIC) middle infield glove</i>	10/210,433	6,868,553	Issued
Baseball Bat <i>Bubble Bat</i>	29/317,936		Pending
Baseball Bat <i>Bubble Bat</i>	29/317,933		Pending
Baseball Bat <i>Bubble Bat</i>	29/317,936		Pending
Catcher's Mitt <i>Catcher's Mitt (BIONIC)</i>	09/923,163	6,415,444	Issued
Baseball Bats <i>Composite Ball Bats</i>	08/633,119	5,676,609	Issued
Composite Hockey Stick Handle with Resilient Shroud - (Rubber Sheath) <i>Composite Hockey Stick Handle with Resilient Shroud - (Rubber Sheath)</i>	08/997,344	6,206,793	Issued
Composite Tubes and Method of Manufacturing Same <i>Composite Tubes and Method of Manufacturing Same</i>	12/118,188		Pending
Composite Tubes and Method of Manufacturing Same <i>Composite Tubes and Method of Manufacturing Same</i>	11/194,178		Pending
Concave End Cap with Cone Load for Bats <i>Concave End Cap with Cone Load for Bats</i>	08/358,549	5,494,280	Issued
Easily Removable Pickup Truck Bed Rack <i>Easily Removable Pickup Truck Bed Rack</i>	09/630,726	6,347,731	Issued
Glove <i>Elite Glove</i>	11/462,075		Published
First Baseman's Mitt <i>First Baseman's Mitt (BIONIC)</i>	10/108,815	6,668,379	Issued
Full Barrel Ball Bat with End Cap <i>Full Barrel Aluminum Baseball Bat and End Cap</i>	08/811,456	5,785,617	Issued
Full Barrel Ball Bat with End Cap <i>Full Barrel Aluminum Baseball Bat and End Cap</i>	08/810,669	5,785,614	Issued

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<i>Patent Title (Informal title)</i>	<i>Application Number</i>	<i>Patent Number</i>	<i>Status</i>
Full Barrel Aluminum Baseball Bat and End Cap <i>Full Barrel Aluminum Baseball Bat and End Cap</i>	08/099,348	5,421,572	Issued
Full Barrel Ball Bat with End Cap <i>Full Barrel Aluminum Baseball Bat and End Cap</i>	08/810,668	5,931,750	Issued
Glove <i>Glove (Ad Pad)</i>	11/931,020		Published
Glove <i>Glove (LEFT) (BIONIC)</i>	29/192,594	D499,856	Issued
Glove <i>Glove (RIGHT) (BIONIC)</i>	29/192,591	D499,529	Issued
Glove <i>Glove Design (Left - Bionic) (Golf Silver - dashed/general)</i>	29/302,563	D584,027	Issued
Glove <i>Glove Design (Left - Bionic) (Golf Silver)</i>	29/302,562	D584,026	Issued
Glove <i>Glove Design (Left - Bionic) (Pro Golf)</i>	29/302,560	D583,527	Issued
Glove <i>Glove Design (right - Bionic) (Pro Golf - dashed/general)</i>	29/302,561	D583,528	Issued
Glove with Padding for Back of Hand <i>Glove with Padding for Back of Hand (Bionic)</i>	10/330,784	6,889,389	Issued
Glove with Stick Controller Padding <i>Glove with Stick Controller Padding</i>	10/847,187	7,003,806	Issued
Glove with Tapered Fingers <i>Glove with Tapered Fingers (Response Forward with Bionic Technology)</i>	10/003,893	6,502,244	Issued
Glove with Wrist Protector <i>Glove with Wrist Protector</i>	10/866,444	7,000,253	Issued
Golf Club <i>Golf Club ("Air Titanium")</i>	08/873,698	5,904,628	Issued
Golf Club Display Rack <i>Golf Club Display Rack</i>	10/156,290	6,575,311	Issued
Golf Club Head <i>Golf Club Head</i>	003870	D354,786	Issued

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<i>Patent Title (Informal title)</i>	<i>Application Number</i>	<i>Patent Number</i>	<i>Status</i>
Combined Golf Club Head and Holographic Insert <i>Golf Club Head with Holographic Insert</i>	29/034,916	D372,285	Issued
Golf Club Irons Having Improved Weighting <i>Golf Club Irons Having Improved Weighting</i>	08/006,328	5,333,872	Issued
Golf Club Irons Having Improved Weighting <i>Golf Club Irons Having Improved Weighting</i>	259,800	5,423,546	Issued
Combined Golf Club Head and Holographic Insert <i>Golf Club with Holographic Insert in the Head (TPS Hologram in Iron)</i>	29/035,469	D371,589	Issued
Golf Glove <i>Golf Glove</i>	11/555,304		Published
Hockey Goaltender Catch Glove <i>Hockey Goaltender Catch Glove (BIONIC)</i>	09/957,567	6,453,474	Issued
Hockey Goaltender's Blocker Glove <i>Hockey Goaltender's Blocker Glove (Bionic)</i>	10/001,325	6,701,530	Issued
Hockey Stick Blade and Handle and Method of Securing Same <i>Hockey Stick Blade and Handle and Method of Securing Same</i>	08/490,334	5,823,901	Issued
Hockey Stick Having an Elastomeric Sleeve about an Aluminum Shaft <i>Hockey Stick Having an Elastomeric Sleeve about an Aluminum Shaft</i>	29/082,532	D404,449	Issued
Hockey Stick having Two Wood Veneerson Opposed Wide Sides and Composite Cloth Exposed on Remaining Sides <i>Hockey Stick having Two Wood Veneerson Opposed Wide Sides and Composite Cloth Exposed on Remaining</i>	29/098,849	D431,273	Issued
Hockey Stick Shaft <i>Hockey Stick Shaft (TRICORE)</i>	09/391,996	6,224,505	Issued
Hockey Stick Shaft <i>Hockey Stick Shaft (TRICORE)</i>	29/109,155	D430,249	Issued
Hockey Stick Shaft <i>Hockey Stick Shaft (Wood Veneer top/bottom with Kevlar on sides)</i>	29/129,937	D458,329	Issued
Hollow Metal Bat with Stiffened Transition Zone and Method of Making Same <i>Hollow Metal Bat with Stiffened Transition Zone and Method of Making Same</i>	08/791,464	5,964,673	Issued
Holographic Insert for Golf Club Head <i>Holographic Insert for Golf Club Head (General Iron)</i>	29/034,917	D372,286	Issued

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<b>Patent Title</b> <i>(Informal title)</i>	<b>Application Number</b>	<b>Patent Number</b>	<b>Status</b>
Knee Protector <i>Knee Protector</i>	10/955,719	7,114,189	Issued
Laminated Wood Bat and Method of Making Same <i>Laminated Wood Bat and Method of Making Same</i>	08/745,185	5,800,293	Issued
Laminated Wood Bat and Method of Making Same <i>Laminated Wood Bat and Method of Making Same</i>	08/510,847	5,620,179	Issued
Leg Guard Strapping System <i>Leg Guard Strapping System</i>	10/819,541	6,832,390	Issued
Metal Bat with Pressurized Bladder in Hitting Zone and Method of Making Same <i>Metal Bat with Pressurized Bladder in Hitting Zone and Method of Making Same</i>	08/802,516	6,053,827	Issued
Method for Making Composite Reinforced Tubes <i>Method for Making Composite Reinforced Tubes</i>	07/260,866	4,923,541	Issued
Method for Manufacturing Tubular Constructions from Fiber Reinforced Thermoplastic Sheets <i>Method for Manufacturing Tubular Constructions from Fiber Reinforced Thermoplastic Sheets</i>	08/798,952	5,980,674	Issued
Multi-purpose glove <i>Multi-purpose Glove (Ad Pad)</i>	11/931,036		Published
Reinforced Wood Bat <i>Reinforced Wood Bat - TPX Pro Composite bat</i>	09/288,082	6,139,451	Issued
Apparatus for Making a Mold by Heat Shrinking <i>Reinforced Wood Bat (TPX COMPOSITE)</i>	08/657,362	5,904,803	Issued
A Glove <i>Tennis Glove</i>	29/323,105		Pending
A Glove <i>Tennis Glove</i>	29/323,106		Pending
A Glove <i>Tennis Glove</i>	29/323,107		Pending
A Glove <i>Tennis Glove</i>	29/323,100		Pending
Truck Bed Rack <i>Truck Bed Rack</i>	29/104,355	D436,915	Issued
Vibration Dampener for Metal Ball Bats and Similar Impact Implements <i>Vibration Dampener for Metal Ball Bats and Similar Impact Instruments</i>	08/838,739	6,007,439	Issued

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<i>Patent Title (Informal title)</i>	<i>Application Number</i>	<i>Patent Number</i>	<i>Status</i>
Glove Work Glove	11/895,261		Pending
Work Glove Work Glove (BIONIC)	10/670,859	7,000,256	Issued
Glove Wrist Relief (Knuckle mechanical)	11/132,090		Pending

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