

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
Maverik Lacrosse LLC	06/03/2010
RECEIVING PARTY DATA	
Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	123 Front Street West, Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Name:	General Electric Capital Corporation, as US Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61272435
Application Number:	29344161
Application Number:	11905897
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661

CH \$120.00 61272435

ATTORNEY DOCKET NUMBER:	207170/00286
NAME OF SUBMITTER:	Carole Dobbins
Total Attachments: 6 source=Executed - Patent Security Agreement#page1.tif source=Executed - Patent Security Agreement#page2.tif source=Executed - Patent Security Agreement#page3.tif source=Executed - Patent Security Agreement#page4.tif source=Executed - Patent Security Agreement#page5.tif source=Executed - Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 3, 2010, is made by Maverik Lacrosse LLC, a New York limited liability company (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, the Canadian L/C Issuer (each as defined in the Credit Agreement referred to below) 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 April 16, 2008 (as the same has been and may hereafter be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among Bauer Hockey Corp. (as successor by way of amalgamation to KBAU Acquisition Canada, Inc. and formerly known as Nike Bauer Hockey Corp.), as the Canadian Borrower, Bauer Hockey, Inc. (as successor by way of merger to KBAU Holdings US, Inc. and formerly known as Nike Bauer Hockey U.S.A., Inc.), as the US Borrower (and together with the Canadian Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, 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 Joinder Agreement dated as of the date hereof, to become a party to that certain Guaranty and Security Agreement dated as of April 16, 2008 in favor of the Agents (collectively, the "Guaranty and Security Agreement"), and to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the fourth amendment to Credit Agreement dated as of the date hereof and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Agents as follows:

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 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 "Patent Collateral"):

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

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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 Patents subject to a security interest hereunder.

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

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

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MAVERIK LACROSSE LLC, a New York limited liability company, as Grantor

By: 
Name: Christopher Anderson
Title: Vice President

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:

Patent Security Agreement

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Very truly yours,

MAVERIK LACROSSE LLC, a New York limited liability company, 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: **DAN BILLARD**
DULY AUTHORIZED SIGNATORY

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____
Name:
Title:

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

Very truly yours,

MAVERIK LACROSSE LLC, a New York limited liability company, as Grantor

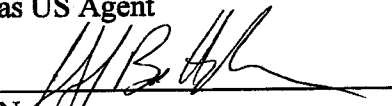
By: _____
Name:
Title:

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: JEFFREY BOTTCHEER
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS – U.S.

None.

2. REGISTERED PATENTS – CANADA

None.

3. PATENT APPLICATIONS – U.S.

Patent Title	Type of Patent	Date of Filing	Application No.
Protective Athletic Glove	Provisional patent application	Sep. 24, 2009	61/272,435
Protective Athletic Glove	Design patent application	Sep. 24, 2009	29/344,161
Protective Sports Glove	Utility patent	October 5, 2007	11/905,897 [US 2009019613A]

4. PATENT APPLICATIONS – CANADA

Patent Title	Type of Patent	Date of Filing	Application No.
Protective Athletic Glove	Canadian design patent application (corresponding to the US 29/344,161 application noted above)	March 19, 2010	134599