

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Sport Supply Group, Inc.	08/05/2010
<b>RECEIVING PARTY DATA</b>	
Name:	The Bank of Nova Scotia
Street Address:	720 King Street West, 2nd Floor, c/o GWS Loan Operations
Internal Address:	Attention: US Agency Loan Operations
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V2T3
<b>PROPERTY NUMBERS Total: 5</b>	
Property Type	Number
Patent Number:	6141835
Patent Number:	6308381
Patent Number:	5643139
Patent Number:	5456462
Patent Number:	6241631
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)728-8111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127288000
Email:	ipdept@willkie.com
Correspondent Name:	Kim A. Walker
Address Line 1:	787 Seventh Avenue
Address Line 2:	Willkie Farr & Gallagher LLP
Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	110467.00023

CH \$200.00 6141835

**501254475**

**PATENT**  
**REEL: 024794 FRAME: 0289**

NAME OF SUBMITTER:

Kim A. Walker

**Total Attachments: 4**

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PATENT COLLATERAL AGREEMENT

This 5<sup>th</sup> day of August, 2010, Sport Supply Group, Inc., a Delaware corporation (the "*Debtor*") with its principal place of business and mailing address at 1901 Diplomat Drive, Farmers Branch, Texas 75234, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia ("*Scotia Capital*"), with its mailing address at c/o GWS Loan Operations, 720 King Street West, 2<sup>nd</sup> Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated August 5, 2010 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year first above written.

SPORT SUPPLY GROUP, INC.

By:   
Name: Terrence M. Babilla  
Title: President, Chief Operating Officer,  
General Counsel and Secretary

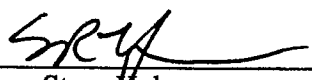
Patent Collateral Agreement

**PATENT**  
**REEL: 024794 FRAME: 0292**

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA

By:   
Name: James Rhee  
Title: Director

By:   
Name: Steve Holeyman  
Title: Associate Director

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**Issued Patents and Patent Applications**

Patent	Registered Owner	Jurisdiction	Application No.	Date Filed	Patent Number	Expiration Date
ADJUSTABLE BELT BUCKLES	Sport Supply Group, Inc.	United States	09/223,786	12/31/1998	6,141,835	12/31/2018
ADJUSTABLE BELT BUCKLES	Sport Supply Group, Inc.	United States	09/598,295	06/21/2000	6,308,381 B1	06/21/2020
COUNTOURED LANDING SURFACE AND METHOD AND MAKING THEREOF	Sport Supply Group, Inc.	Canada	PCT/US1994/007431	06/30/1994 PCT Filing Date 12/28/1995 (National Entry)	CA 2,166,287	12/28/2015
COUNTOURED LANDING SURFACE AND METHOD AND MAKING THEREOF	Sport Supply Group, Inc.	United States	08/631,035	06/01/1995	5,643,139	06/01/2015
FLAG FOOTBALL DEVICE	Sport Supply Group, Inc.	United States	08/285,453	08/03/1994	5,456,462	08/03/2014
FLAG FOOTBALL DEVICE AND COUPLING THEREFOR	Sport Supply Group, Inc.	United States	09/223,833	12/31/1998	6,241,631 B1	12/05/2015