

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Prince Sports, LLC	06/28/2013
RECEIVING PARTY DATA	
Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 38	
Property Type	Number
Application Number:	12736964
Patent Number:	7811500
Patent Number:	7935286
Application Number:	13090512
Application Number:	12737113
Application Number:	13133480
Patent Number:	8038551
Patent Number:	7575527
Patent Number:	7883434
Patent Number:	7651110
Patent Number:	7503860
Patent Number:	8079924
Patent Number:	7811178
Patent Number:	7727096
Patent Number:	6800239

Patent Number:	7909713
Patent Number:	7727095
Patent Number:	7931839
Patent Number:	7396303
Patent Number:	7309299
Patent Number:	6071203
Patent Number:	8079353
Patent Number:	6234921
Patent Number:	5944625
Patent Number:	5944624
Patent Number:	8371968
Patent Number:	6358165
Patent Number:	5993337
Patent Number:	5810683
Patent Number:	5642882
Patent Number:	5562283
Patent Number:	5599019
Patent Number:	5464210
Patent Number:	5470061
Patent Number:	5568921
Patent Number:	D474820
Patent Number:	6460321
Application Number:	29428365

# CORRESPONDENCE DATA

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Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	601755-185043-PRINCE PATS
NAME OF SUBMITTER:	H. Albert Liou
Signature:	/H. Albert Liou/

**PATENT**

**REEL: 030889 FRAME: 0865**

07/26/2013

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between Prince Sports, LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) any letters patent of the United States to which the Assignor now or hereafter has title, as well as any application for letters patent in the United States now or hereafter owned by the Assignor (including, without limitation, those listed on Schedule A hereto);
- (ii) all reissues, divisionals, continuations, continuations-in-part, and extensions of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;  
and
- (iv) all Proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

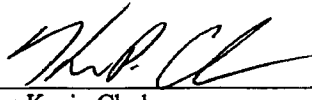
Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRINCE SPORTS, LLC

By:   
Name: Kevin Clarke  
Title: Secretary, CFO & COO of Prince Sports  
Acquisition Holdings Corp., sole member of Prince  
Sports, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

Signature Page to Patent Security Agreement – Prince Sports, LLC

**PATENT**  
**REEL: 030889 FRAME: 0869**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRINCE SPORTS, LLC

By: \_\_\_\_\_  
Name: Kevin Clarke  
Title: Secretary, CFO & COO of  
Prince Sports Acquisition  
Holdings Corp., sole member  
of Prince Sports, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Ari Deutchman  
Title: Vice President

HUI-160980

PATENT  
REEL: 030889 FRAME: 0870

	Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	AN IMPROVED FRAME STRUCTURE FOR SKATES	12/736,964	03/02/2011		
2.	METHOD FOR MANUFACTURING A SPORTS RACQUET	11/707,845	02/15/2007	7,811,500	10/12/2010
3.	SPORTS RACQUET WITH STRING PORT HOLES	11/584,200	10/20/2006	7,935,286	05/03/2011
4.	SPORTS RACQUET WITH STRING PORT HOLES	13/090,512	04/20/2011		
5.	AN IMPROVED SOLE STRUCTURE	12/737,113	03/18/2011		
6.	AN IMPROVED GOLF CLUB HEAD	13/133,480	02/08/2012		
7.	METHOD FOR MANUFACTURING A RACQUET FRAME FOR SPORTS RACQUET AND A RACQUET FRAME THEREOF	11/875,253	10/19/2007	8,038,551	10/18/2011
8.	COMPOSITE BAT HAVING A SINGLE, HOLLOW PRIMARY TUBE STRUCTURE	11/524,990	9/20/2006	7,575,527	8/18/2009
9.	COMPOSITE BAT HAVING MULTIPLE TUBE STRUCTURE	11/509,999	08/26/2006	7,883,434	02/28/2011
10.	BICYCLE HAVING MULTIPLE TUBE FRAME STRUCTURE	11/636,314	12/08/2006	7,651,110	01/26/2010
11.	SPORTS RACQUET WITH MULTI-SECTION FRAME	11/584,207	10/20/2006	7,503,860	03/17/2009
12.	SPORTS RACQUET WITH MULTI-SECTION FRAME	12/400,097	03/09/2009	8,079,924	01/04/2012
13.	GOLF HEAD HAVING A PORTED CONSTRUCTION	11/454,414	06/16/2006	7,811,178	10/12/2010
14.	COMPOSITE HOCKEY STICK SYSTEM	11/752,574	05/23/2007	7,727,096	06/01/2010
15.	METHOD OF MANUFACTURING A TWO PIECE SPORTS	10/084,583	02/26/2002	6,800,239	10/05/2004



	Title	Serial No.	Filing Date	Patent No.	Issue Date
	RACQUET				
16.	SHAFT FOR A SPORTS STICK SUCH AS A HOCKEY STICK	11/584,197	10/20/2006	7,909,713	03/22/2011
17.	HOCKEY STICK HAVING A SINGLE HOLLOW PRIMARY TUBE	11/584,198	10/20/2006	7,727,095	06/01/2010
18.	METHOD OF MANUFACTURING COMPOSIT SINGLE-TUBED STRUCTURES HAVING SPORTS	12/106,579	04/21/2008	7,931,839	04/26/2011
19.	SPORTS RACQUET WITH INSERT MEMBERS FOR ANCHORING STRINGS	11/872,770	10/16/2007	7,396,303	07/08/2008
20.	SPORTS RACQUET WITH FRAME OPENINGS	10/547,067	12/05/2005	7,309,299	12/18/2007
21.	TWO PIECE SPORTS RACQUET	09/133,629	08/13/1998	6,071,203	06/06/2000
22.	ARCHERY BOW HAVING A MULTIPLE TUBE STRUCTURE	12/043,399	03/06/2008	8,079,353	12/20/2011
23.	SPORTS RACQUETS WITH TRIPOD WEIGHTING	09/305,768	05/05/1999	6,234,921	05/22/2001
24.	CUSHION BUMPER ASSEMBLY FOR SPORTS RACQUETS	08/751,415	11/18/1996	5,944,625	08/31/1999
25.	NOTCHED, SLOTTED GROMMET FOR SPORTS RACQUET	08/935,881	09/23/1997	5,944,624	08/31/1999
26.	SPORTS RACQUET STRUCTURE	12/736,282	01/24/2011	8,371,968	02/12/2013
27.	THROATLESS SQUASH RACQUET	08/279,837	07/25/1994	6,358,165	03/19/2002
28.	MULTI-HOLE GROMMET FOR SPORTS RACQUETS	09/074,955	5/8/1998	5,993,337	11/30/1999
29.	MORPH FRAME FOR SPORTS RACQUET	08/773,208	12/23/1996	5,810,683	9/22/1998
30.	BUTT CAP FOR SPORTS RACQUET	08/615,672	3/13/1996	5,642,882	7/1/1997
31.	SPORTS RACQUET HAVING POWER RING	08/438,981	5/11/1995	5,562,283	10/8/1996

	Title	Serial No.	Filing Date	Patent No.	Issue Date
32.	HANDLE PALLET FOR IMPLEMENTS SUCH AS SPORTS RACQUETS	08/415,348	4/3/1995	5,599,019	2/4/1997
33.	LONG TENNIS RACQUET	08/295,300	8/24/1994	5,464,210	11/7/1995
34.	RACQUETBALL RACQUET HAVING INCREASED STIFFNESS AT TIP	08/267,448	6/28/1994	5,470,061	11/28/1995
35.	RACQUET STRINGING MACHINE	08/142,687	10/26/1993	5,568,921	10/29/1996
36.	SQUASH RACQUET	29/014,077	10/12/1993	D474,820	5/20/2003
37.	Racquet string	08/990,007	12-Dec-97	6,460,321	10-Aug-02
38.	string bed design for a tennis racquet	29/428,365	30-Jul-12		