

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Happ Controls, Inc.		05/31/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	111 E. WISCONSIN AVENUE		
Internal Address:	MAIL CODE WI1-2033		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2191039	TOURNAMENT SOCCER THE MILLION DOLLAR GAME	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-35270		
NAME OF SUBMITTER:	Dusan		
Signature:	/Dusan Clark/		

CH \$40.00 2191039

Date:

06/15/2006

Total Attachments: 3

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**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Supplemental Grant") is made effective as of May 31, 2006 by and from HAPP CONTROLS, INC. (the "Grantor"), an Illinois corporation, whose principal address is 106 Garlisch Drive, Elk Grove Village, Illinois 60007, to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Agent for the Lenders (as defined in the Security Agreement referenced below).

WHEREAS, Grantor and Grantee entered into a Pledge and Security Agreement dated December 22, 2004 (as amended from time to time, the "Security Agreement").

WHEREAS, the Grantor has adopted, used and is using the trademark (the "Trademark") listed on Exhibit A attached hereto, which Trademark is registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademark acquired under this Supplemental Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademark set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademark, (3) the goodwill associated with such Trademark, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademark or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant of Security Interest effective as of the date first written above.

HAPP CONTROLS, INC.

By: David Reginelli

Name: David Reginelli

Title: Secretary / Treasurer

STATE OF ILLINOIS)
Cook COUNTY)

David Reginelli, known to me to be the Secretary/Treasurer of HAPP CONTROLS, INC., personally came before me this 26 day of May, 2006, and executed or acknowledged to me that he executed the foregoing Supplemental Grant of Security Interest in United States Trademarks on behalf of HAPP CONTROLS, INC. and pursuant to authority duly received.

(SEAL)

Lori M Kelly
Notary Public, State of Illinois
My Commission Expires: 2/11/09



SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARK APPLICATIONS

Applicant	Mark	Registration No.	Registration Date
Happ Controls, Inc.	Tournament Soccer The Million Dollar Game & Design	2,191,039	9/22/98

Exhibit A