

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
Prince Sports, Inc.		08/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Registration Number:	2730426	AIR+
Registration Number:	2561442	ATTACK WITH BALANCE
Registration Number:	2878271	BANDIT
Registration Number:	1550303	CONSTANT TAPER SYSTEM
Registration Number:	3181308	DIABLO
Registration Number:	2845591	DIRECT CONTACT
Registration Number:	2120034	DURAFLEX
Registration Number:	2810295	DURATAC
Registration Number:	2810294	DURATRED
Registration Number:	2810296	DURAZORB
Registration Number:	2118113	EKTELON
Registration Number:	2104531	EKTELON
Registration Number:	1202163	EKTELON
Registration Number:	976308	EKTELON

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Registration Number:	1210697	
Registration Number:	1630967	ENDURANCE
Registration Number:	1547561	EXTENDER
Registration Number:	2637020	GAME
Registration Number:	2810293	HOT SHOT
Registration Number:	2488520	LITE BEAM
Registration Number:	2637022	MATCH
Registration Number:	2548558	
Registration Number:	2381515	
Registration Number:	2714514	MORE
Registration Number:	2740761	MORE PERFORMANCE
Registration Number:	2653026	MORPH BEAM
Registration Number:	2104360	NATURAL FOOT SHAPE
Registration Number:	2121513	NEOS
Registration Number:	2906101	NFS
Registration Number:	1307141	P
Registration Number:	2015230	P
Registration Number:	1175337	P
Registration Number:	2416564	PLAY WITH FIRE
Registration Number:	2637021	POINT
Registration Number:	2082484	POWER RING
Registration Number:	2464525	POWERFAN
Registration Number:	2120037	PRINCE
Registration Number:	1284452	PRINCE
Registration Number:	2690808	PRINCE
Registration Number:	1352974	PRINCE
Registration Number:	1462052	PRINCE
Registration Number:	1596440	PRINCE
Registration Number:	1233680	PRINCE
Registration Number:	1049720	PRINCE
Registration Number:	1103956	PRINCE
Registration Number:	1992784	PRINCE
Registration Number:	2702744	DIETSOURCE
Registration Number:	2488521	PRINCE FITNESS
Registration Number:	1290202	PRINCE

Registration Number:	1290217	PRINCE
Registration Number:	2052953	PRINCE P
Registration Number:	2047632	PRINCE P
Registration Number:	2972343	PRINCE RULE THE COURT
Registration Number:	2952664	PRO LITE
Registration Number:	1300735	PROBLEND
Registration Number:	2275025	QUIKTRAC
Registration Number:	2462587	REACT
Registration Number:	2691074	SCREAM
Registration Number:	2637023	SET
Registration Number:	2428951	SHOCK ERASER
Registration Number:	2732967	SOVEREIGN
Registration Number:	2750704	STROBE
Registration Number:	2102614	THUNDER
Registration Number:	2127852	THUNDERLIGHT
Registration Number:	1581712	TOPSPIN
Registration Number:	2413195	TRIPLE THREAT
Registration Number:	2474472	VENDETTA
Registration Number:	2090003	WALLBANGER
Registration Number:	2070826	WALLBEATER
Registration Number:	2595694	WALLGLIDER
Registration Number:	2592838	WARRIOR
Registration Number:	1656894	ZEROVIBE
Serial Number:	78943022	O TECH
Serial Number:	77158727	OZONE
Serial Number:	78930587	P
Serial Number:	76557975	PRINCE RULE THE COURT
Serial Number:	78776832	RECOIL
Serial Number:	78403269	SHARK
Serial Number:	78878600	SPEEDPORT
Serial Number:	78490149	O3
Serial Number:	78919775	O3

CORRESPONDENCE DATA

Fax Number: (312)577-4565

TRADEMARK
REEL: 003608 FRAME: 0375

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

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-259
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/24/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 10, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent 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 Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent 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 "Trademark Collateral"):

1.

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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 Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PRINCE SPORTS, INC., a Delaware corporation

By: 
Name: DAVID EVANS
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent

By: _____
Name: _____
Its: duly authorized signatory

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

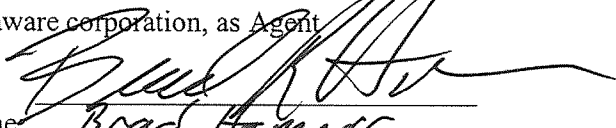
Very truly yours,

PRINCE SPORTS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as Agent

By: 
Name: Brad Hamner
Its: duly authorized signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
60579701

TRADEMARK
REEL: 003608 FRAME: 0380

JURISDICTION	TRADEMARK NAME	CLASS	STATUS	APP. NO.	APP. DATE	(CURRENT) REG. NO.	(CURRENT) REG. DATE
United States	Air +	Fed cls 28	REG	76-350,629	18-Aug-1983	2,730,426	24-Jun-2003
United States	Attack with balance	Fed cls 28	REG	76-132,714	04-Dec-2001	2,561,442	16-Apr-2002
United States	Bandit	Fed cls 28	REG	76-344,373	04-Dec-2001	2,878,271	31-Aug-2004
United States	Constant taper system	Fed cls 28	REG	73-769,374	14-Dec-1988	1,550,303	01-Aug-1989
United States	Diablo	Fed cls 28	REG	76-552,466	25-Sep-2003	3,181,308	05-Dec-2006
United States	Direct contact	Fed cls 28	REG	76-350,628	20-Dec-2001	2,845,591	25-May-2004
United States	Duraflex	Fed cls 28	REG	75-241,013	11-Feb-1997	2,120,034	09-Dec-1997
United States	Duratac	Fed cls 28	REG	76-497,770	14-Mar-2003	2,810,295	03-Feb-2004
United States	Duratrud	Fed cls 28	REG	76-497,769	14-Mar-2003	2,810,294	03-Feb-2004
United States	Durazorb	Fed cls 28	REG	76-497,771	26-Aug-1986	2,810,296	03-Feb-2004
United States	Ekelon	Fed cls 18	REG	75-241,633	13-Feb-1997	2,118,113	02-Dec-1997
United States	Ekelon	Fed cls 7	REG	74-637,267	22-Feb-1995	2,104,531	14-Oct-1997
United States	Ekelon (word & logo)	Fed cls 28	REG	73-293,936	22-Jan-1981	1,202,163	20-Jul-1982
United States	Ekelon (word)	Fed cls 22	REG	72-448,105	27-Dec-1988	976,308	08-Jan-1974
United States	Ekelon [logo (flame only)]	Fed cls 28	REG	73-294,006	22-Jun-1981	1,210,697	28-Sep-1982
United States	Endurance	Fed cls 28	REG	73-771,798	14-Dec-1988	1,630,967	08-Jan-1991
United States	Extender	Fed cls 28	REG	73-769,368	21-Mar-1988	1,547,561	11-Jul-1989
United States	Game	Fed cls 28	REG	76-239,344	12-Apr-2001	2,637,020	15-Oct-2002
United States	Hot shot	Fed cls 28	REG	76-497,766	12-Sep-1988	2,810,293	03-Feb-2004
United States	Lite beam	Fed cls 28	REG	75-704,364	29-Jul-1985	2,488,520	11-Sep-2001
United States	Match	Fed cls 28	REG	76-239,346	21-Oct-1999	2,637,022	15-Oct-2002
United States	Miscellaneous design (2 window design)	Fed cls 28	REG	75-829,445	21-Oct-1999	2,548,558	12-Mar-2002
United States	Miscellaneous design (3 arrow design)	Fed cls 28	REG	75-829,448	20-Dec-2001	2,381,515	29-Aug-2000
United States	More	Fed cls 28	REG	76-350,631	20-Dec-2001	2,714,514	06-May-2003
United States	More performance	Fed cls 28	REG	76-350,632	27-Feb-1998	2,740,761	22-Jul-2003
United States	Morph beam	Fed cls 28	REG	75-442,233	27-Feb-1998	2,653,026	26-Nov-2002
United States	Natural foot shape	Fed cls 25	REG	74-671,097	08-May-1995	2,104,360	07-Oct-1997

United States	Neos	Fed cls 7	REG	75-207,969	03-Dec-1996	2,121,513	16-Dec-2007	
United States	NFS	Fed cls 25	REG	76-565,821	16-Apr-2002	2,906,101	30-Nov-2004	
United States	O Tech	Fed cls 28	PEN	78-943,022	02-Aug-2006			
United States	O3 & design	Fed cls 28	PEN	78-490,149	27-Sep-2004	3,246,132	5/29/2007	
United States	O3 & design	CA cls 28	REG	00-111,965	20-Jul-2006	111,965	20-Jul-2006	
United States	O3 & design	NJ CIs 28	REG	00-022,533	14-Jul-2006	22,533	14-Jul-2006	
United States	O3 Word	Fed CIs 28	PEN	78-919,775	29-Jun-2006	3,258,263	7/3/2007	
United States	O3 Word	CA cls 28	REG	00-111,964	20-Jul-2006	1,119,647	20-Jul-2006	
United States	O3 Word	NJ CIs 28	REG	00-022,534	14-Jul-2006	22,453	14-Jul-2006	
United States	Ozone	Fed cls 28	REG	77-158,727	17-Apr-07			
United States	P logo	Fed cls 18	PEN	78-930,587	17-Jul-2006			
United States	P logo	Fed cls 25	REG	73-422,860	22-Apr-1983	1,307,141	27-Nov-1984	
United States	P logo	Fed cls 25	REG	74-731,281	21-Feb-1996	2,015,230	12-Nov-1996	
United States	P logo	Fed cls 28	REG	73-210,442	16-Jul-1999	1,175,337	27-Oct-1981	
United States	Play with fire	Fed cls 28	REG	75-731,553	12-Apr-2001	2,416,564	26-Dec-2000	
United States	Point	Fed cls 28	REG	76-239,345	08-Apr-1996	2,637,021	15-Oct-2002	
United States	Power ring	Fed cls 28	REG	75-085,994	14-Sep-1999	2,082,484	22-Jul-1997	
United States	Powerfan	Fed cls 28	REG	75-799,462	14-Sep-1999	2,464,525	26-Jun-2001	
United States	Prince	Fed cls 28	REG	75-241,541	13-Feb-1997	2,120,037	09-Dec-1997	
United States	Prince	Fed cls 28	REG	73-421,464	14-Apr-1983	1,284,452	03-Jul-1984	
United States	Prince	Fed cls 9	REG	76-416,273	03-Jun-2002	2,690,808	25-Feb-2003	
United States	Prince (logo) (new)	Fed cls 25	REG	73-502,433	04-Oct-1984	1,352,974	06-Aug-1985	
United States	Prince (logo) (new)	Fed cls 25	REG	73-651,545	26-Mar-1987	1,462,052	20-Oct-1987	
United States	Prince (logo) (new)	Fed cls 18, 28	REG	73-815,063	26-Jul-1989	1,596,440	15-May-1990	
United States	Prince (logo) (old)	Fed cls 25	REG	73-353,202	05-Mar-1982	1,233,680	05-Apr-1983	
United States	Prince (word)	Fed cls 28	REG	73-067,890	03-Nov-1975	1,049,720	05-Oct-1976	
United States	Prince (word)	Fed cls 28	REG	73-156,499	25-Jan-1978	1,103,956	10-Oct-1978	
United States	Prince (word)	Fed cls 28	REG	74-653,460	29-Mar-1995	1,992,784	13-Aug-1996	
United States	Prince (word)	Fed cls 28	REG	75-372,346	14-Oct-1997	2,702,744	01-Apr-2003	
United States	Prince fitness	Fed cls 25	REG	75-704,765	13-Mar-1999	2,488,521	11-Sep-2001	
United States	Prince logo (new)	Fed cls 25	REG	73-422,861	22-Apr-1983	1,290,202	14-Aug-1984	
United States	Prince logo (old)	Fed cls 25	REG	73-424,490	04-May-1983	1,290,217	14-Aug-1984	
United States	Prince P Logo	Fed cls 25	REG	75-138,725	23-Jul-1996	2,052,953	15-Apr-1997	
United States	Prince P Logo	Fed cls 18	REG	75-085,995	08-Apr-1996	2,047,632	25-Mar-1997	
United States	Prince rule the court	Fed cls 28	PEN	76-557,975	22-Oct-2003			

United States	Prince rule the court	Fed cls 25	REG	76-557,976	22-Oct-2003	2,972,343	19-Jul-2005	
United States	Pro lile	Fed cls 9	REG	76-518,250	03-May-2003	2,952,664	17-May-2005	
United States	Problend (stylized)	Fed cls 28	REG	73-450,672	26-Aug-1986	1,300,735	16-Oct-1984	
United States	Quiktrac	Fed cls 25	REG	75-438,968	14-Jul-1999	2,275,025	31-Aug-1999	
United States	React	Fed cls 28	REG	75-749,231	16-Apr-2002	2,462,587	19-Jun-2001	
United States	Recoil	Fed cls 28	PEN	78-776,832	20-Dec-2005			
United States	Scream	Fed cls 28	REG	78-122,065	12-Apr-2001	2,691,074	25-Feb-2003	
United States	Set	Fed cls 28	REG	76-239,347	12-Apr-2001	2,637,023	15-Oct-2002	
United States	Shark	Fed cls 28	PEN	78-403,269	19-Mar-1998			
United States	Shock eraser	Fed cls 25	REG	75-759,056	15-Jul-2001	2,428,951	13-Feb-2001	
United States	Sovereign	Fed cls 28	REG	76-272,270	28-Aug-1986	2,732,967	01-Jul-2003	
United States	Speedport	Fed cls 28	PEN	78-878,600	08-May-2006			
United States	Strobe	Fed cls 28	REG	75-751,053		2,750,704	12-Aug-2003	
United States	Thunder	Fed cls 28	REG	75-020,824	27-Aug-1996	2,102,614	07-Oct-2007	
United States	Thunderlight	Fed cls 28	Allowing to expire	75-158,212	31-Mar-1989	2,127,852	06-Jan-1998	DE instruct
United States	Topspin	Fed cls 28	REG	73-790,332	19-Sep-1985	1,581,712	06-Feb-1990	
United States	Triple threat	Fed cls 28	REG	75-731,554	17-Dec-1999	2,413,195	12-Dec-2000	
United States	Vendetta	Fed cls 28	REG	75-874,918	14-Apr-1983	2,474,472	31-Jul-2001	
United States	Wallbanger	Fed cls 28	REG	75-052,583	02-Feb-1996	2,090,003	19-Aug-1997	
United States	Wallbeater	Fed cls 28	REG	75-052,579	20-Oct-2000	2,070,826	10-Jun-1997	
United States	Wallglider	Fed cls 28	Allowing to expire	76-150,982	16-Jan-2001	2,595,694	16-Jul-2002	
United States	Warrior	Fed cls 28	REG	76-194,920	28-Aug-1986	2,592,838	09-Jul-2002	
United States	Zerovibe	Fed cls 28	REG	74-016,567	31-Jan-1990	1,656,894	10-Sep-1991	

TRADEMARK

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RECORDED: 08/24/2007