United States Patent and Trademark Office

	103451	1641	ARD	10/9/0/
To the director of the U.S. Pate	ent andoncontrol	ise record the attached docume		
1. Name of conveying party(ies)/	Execution Date(s):	2. Name and address of rec	eiving party(ies	s) □ Yes
Sportcraft,	, Ltd.	Additional names, addresses, or o	citizenship attache	
		Name: Wells Fargo Foothill, In	nc., as Collatera	
		Internal Address:		
☐ Individual(s) ☐General Partnership	☐Association ☐Limited Partnership	Street Address: One Boston P	lace, Suite 1800	1
⊠Corporation-State	_ ,	City: <u>Boston</u>		
□Other:		State:MA		
Citizenship (see guidelines) Delaw	are		_	
Execution Date(s) September 28, 2		Country: <u>USA</u>	Zip:	<u>02108</u>
Additional names of conveying par		☐ Association Citizenship		
3. Nature of conveyance:		General Partnership Citize	enship	
☐ Assignment	☐ Merger	☐ Limited Partnership Citize	•	
Security Agreement		☐ Corporation Citizenship C	alifornia	
	☐ Change of Name	Other	Citizenship	
Other		If assignee is not domiciled in representative designation is (Designations must be a sepa	attached.  Yes	s 🗌 No
4. Application number(s) or regis A. Trademark Application No.(s) SI HERETO  C. Identification or Description of T	EE SCHEDULE À ANNEXED	B. Trademark Registration No HERETO Additional s	o.(s) SEE SCHEI	⊠ Yes □No
SEE SCHEDULE A ANNEXED HE	RETO			
5. Name address of party to who concerning document should be Name: Otterbourg, Steindler, House	e mailed:	6. Total number of applicati registrations involved		45
Internal Address: Attn: Cathleen A.		7. Total fee (37 CFR 2.6(b)(6	i) & 3.41) \$1,14 arged by credit ca	<b>0.00</b> ard
Street Address: 230 Park Avenue		☐ Authorized to be cha		
City: New York		⊠ Enclosed		
	Zip: <u>10169</u>	8. Payment Information:	Last 4 Numb	ore
State: <u>NY</u>	<u> </u>	a. Credit Card		
Phone Number: <u>212-905-3665</u>		b. Depoint Recording	Expiration Da	78588821 \
Fax Number: <u>212-682-6104</u>		b. Deposit Record to	lame:	40.00 OP 1100.00 OP
Email Address: cpellegrino@oshr.	com	OF 10111-	17	12/02
9. Signature:	1, h		10	Date
5. Signature.	Signature	·	Total number of pa	ages including cover s, and document. 15
	Ali <u>ssa M. Nann</u>	,	SHOOL, GRACIERO	

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

#### ADDITIONAL NAMES OF CONVEYING PARTIES

Name

Type of Entity/Citizenship

Classic Sport Companies, Inc.

Corporation/Colorado

888630.1

# U.S. Trademark Registrations/Applications

### SPORTCRAFT, LTD.

# **U.S. Trademark Applications**

Serial No.	Filing Date	Mark	Credit Party	Status
78/588,821	03/16/2005	MARATHON	Sportcraft,	Awaiting
			Ltd.	Notice of
				Acceptance of
				EOT to File a
				SOU
78/613,115	04/20/2005	MARATHON	Sportcraft,	Statement of
			Ltd.	Use or Third
				Request for
				Extension of
				Time to File
				Statement of
				Use Due
	:		:	11/09/2007
78/077,039	08/02/2001	EX	Sportcraft,	Suspended
			Ltd.	

Registration No.	Registration Date	Serial No.	Filing Date	Mark
708,372	12/13/1960	72/093,919	03/29/1960	SPORTCRAFT
1,258,331	11/22/1983	73/328,706	09/18/1981	S LOGO
1,275,369	04/24/1984	73/419,750	04/01/1983	PUB MASTER
1,280,819	06/05/1984	73/419,340	03/30/1983	TAVERNER
1,491,986	06/14/1988	73/638,407	01/05/1987	S LOGO
1,519,954	01/10/1989	73/726,759	05/06/1988	TURBO RING
1,521,969	01/24/1989	73/724,167	04/25/1988	SPORT-CESSORIES
1,678,702	03/10/1992	74/158,225	04/18/1991	MAGIC MITTS
1,765,990	04/20/1993	74/158,584	04/19/1991	MVP
1,926,574	10/10/1995	74/484,408	01/28/1994	TOP CORNER
2,055,858	04/22/1997	74/592,723	10/31/1994	CHALLENGE CUP *Will be canceled in due course
2,055,859	04/22/1997	74/592,724	10/31/1994	AIR BLASTER *Will be canceled in due course
2,061,845	05/13/1997	74/592,719	10/31/1994	PRO CUP *Will be canceled in due course
2,074,815	07/01/1997	74/521,027	05/09/1994	TURBO
2,264,871	07/27/1999	75/499,987	06/10/1998	LIVE TO PLAY. PLAY TO WIN.
2,425,646	01/30/2001	75/603,437	12/11/1998	GAMELIFE
2,501,728	10/30/2001	76/051,347	05/18/2000	KT SPORTS AND DESIGN
2,640,887	10/22/2002	76/262,693	05/25/2001	TX
2,711,551	04/29/2003	78/145,212	07/18/2002	EX
2,722,652	06/03/2003	78/077,030	08/02/2001	EXTREME AB TRAINER
2,785,039	11/18/2003	78/120,380	04/09/2002	SPIN-X
2,872,482	08/10/2004	78/069,591	06/18/2001	TREDEX

Registration No.	Registration Date	Serial No.	Filing Date	Mark
2,877,625	08/24/2004	78/294,735	09/02/2003	PHENOTECH
2,882,834	09/07/2004	78/077,996	08/07/2001	JENSPORTS
2,976,106	07/26/2005	78/424,316	05/25/2004	TURBO HOCKEY
2,976,108	07/26/2005	78/424,334	05/25/2004	JEN SPORTS
2,987,486	08/23/2005	78/420,451	05/18/2004	KT SPORTS

### **CLASSIC SPORT COMPANIES, INC.**

	REG.	REG.	SERIAL	FILING	
TRADEMARK	NO.	DATE	NO.	DATE	STATUS
444	2,434,784	03/13/2001	75/779,802	08/12/1999	Registered
111 MINI SERIES	2,434,785	03/13/2001	75/779,804	08/12/1999	Registered
COMPOSITECH	2,417,221	01/02/2001	75/779,805	08/12/1999	Registered *Not Renewed
222	2,422,979	01/23/2001	75/779,808	08/12/1999	Registered *Not Renewed
C.B.C. CLASSIC BALL COMPANY	2,417,220	01/02/2001	75/779,800	08/12/1999	Registered *Not Renewed
LET'S PLAY DAD	2,933,910	03/15/2005	78/104,997	01/25/2002	Registered
CLASSIC SPORT	1,985,952	07/09/1996	74/383,726	04/28/1993	Registered
CLASSIC SPORT	2,689,661	02/25/2003	75/848,514	11/15/1999	Registered
THE GOOD IN SPORTS	2,497,676	10/16/2001	75/848,513	11/15/1999	Registered
OLD SCHOOL	2,564,406	04/23/2002	76/026,154	04/17/2000	Registered
OLD SCHOOL	2,887,438	09/21/2004	78/081,947	08/30/2001	Registered
CLASSIC SPORT stylized and/or with design	2,770,295	09/30/2003	78/083,844	09/13/2001	Registered

BEAT THE RUSH	2,726,037	06/10/2003	78/119,923	04/05/2002	Registered
AT THE BUZZER	2,898,033	10/26/2004	78/123,623	04/23/2002	Registered
BOOMERANG	2,875,565	08/17/2004	78/138,890	06/26/2002	Registered

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 28<sup>th</sup> day of September, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as collateral agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Sportcraft, Ltd., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrower as provided for in the Credit Agreement, Grantors have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns and pledges to Agent, for the benefit of the Lender Group and the Bank Product Provider, a Security Interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "<u>Trademark Collateral</u>"):
  - (a) all of its Trademarks including those referred to on <u>Schedule I</u> hereto; and
  - (b) all Proceeds of the foregoing.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the Security Interest granted herein shall not attach to, and the term "Trademark Collateral" shall not include, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark Collateral (the assets described in the preceding clause, collectively,

ADMIN\_US # 4130277.3

868756.4

the "Excluded Property"); provided, however, that the Security Interest granted herein shall attach immediately to the Proceeds of Excluded Property.

- 3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark 4. Security Agreement is granted in conjunction with the Security Interest granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
- AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any event within 15 Business Days) notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.
- 6. TERMINATION AND RELEASE. Upon payment in full in cash of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantors or any other Person entitled thereto. At such time, Agent shall execute and deliver, and authorize the filing of, appropriate termination and release statements or other documents to terminate and release such Security Interests.
- COUNTERPARTS. This Trademark Security Agreement may be executed in any number of 7. counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan

2

Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the other Loan Documents). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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.

SPORTCRAFT, LTD.

By:

Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

CLASSIC SPORT COMPANIES, INC.

Name: Mr. Frank Ginolfi

Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

Ву:		 	
Name:			
Title:			

Signature Page to Trademark Security Agreement—Wells Fargo

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.

#### SPORTCRAFT, LTD.

By:
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary
CLASSIC SPORT COMPANIES, INC.
By:
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer Transver and Secretary

#### ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

Name:

ERIK R-SAWTER

Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

### SCHEDULE TO TRADEMARK SECURITY AGREEMENT

#### Schedule I

### U.S. Trademark Registrations/Applications

### SPORTCRAFT, LTD.

### **U.S. Trademark Applications**

Serial No.	Filing Date	Mark	Credit Party	Status
78/588,821	03/16/2005	MARATHON	Sportcraft,	Awaiting
			Ltd.	Notice of
				Acceptance of
				EOT to File a
				SOU
78/613,115	04/20/2005	MARATHON	Sportcraft,	Statement of
			Ltd.	Use or Third
				Request for
				Extension of
				Time to File
				Statement of
				Use Due
				11/09/2007
78/077,039	08/02/2001	EX	Sportcraft,	Suspended
			Ltd.	

Registration No.	Registration Date	Serial No.	Filing Date	Mark
708,372	12/13/1960	72/093,919	03/29/1960	SPORTCRAFT
1,258,331	11/22/1983	73/328,706	09/18/1981	S LOGO
1,275,369	04/24/1984	73/419,750	04/01/1983	PUB MASTER
1,280,819	06/05/1984	73/419,340	03/30/1983	TAVERNER
1,491,986	06/14/1988	73/638,407	01/05/1987	S LOGO
1,519,954	01/10/1989	73/726,759	05/06/1988	TURBO RING
1,521,969	01/24/1989	73/724,167	04/25/1988	SPORT-CESSORIES
1,678,702	03/10/1992	74/158,225	04/18/1991	MAGIC MITTS
1,765,990	04/20/1993	74/158,584	04/19/1991	MVP
1,926,574	10/10/1995	74/484,408	01/28/1994	TOP CORNER
2,055,858	04/22/1997	74/592,723	10/31/1994	CHALLENGE CUP *Will be canceled in due course
2,055,859	04/22/1997	74/592,724	10/31/1994	AIR BLASTER *Will be canceled in due course
2,061,845	05/13/1997	74/592,719	10/31/1994	PRO CUP *Will be canceled in due course
2,074,815	07/01/1997	74/521,027	05/09/1994	TURBO
2,264,871	07/27/1999	75/499,987	06/10/1998	LIVE TO PLAY. PLAY TO WIN.
2,425,646	01/30/2001	75/603,437	12/11/1998	GAMELIFE
2,501,728	10/30/2001	76/051,347	05/18/2000	KT SPORTS AND DESIGN
2,640,887	10/22/2002	76/262,693	05/25/2001	TX
2,711,551	04/29/2003	78/145,212	07/18/2002	EX
2,722,652	06/03/2003	78/077,030	08/02/2001	EXTREME AB TRAINER
2,785,039	11/18/2003	78/120,380	04/09/2002	SPIN-X
2,872,482	08/10/2004	78/069,591	06/18/2001	TREDEX

Registration No.	Registration Date	Serial No.	Filing Date	Mark
2,877,625	08/24/2004	78/294,735	09/02/2003	PHENOTECH
2,882,834	09/07/2004	78/077,996	08/07/2001	JENSPORTS
2,976,106	07/26/2005	78/424,316	05/25/2004	TURBO HOCKEY
2,976,108	07/26/2005	78/424,334	05/25/2004	JEN SPORTS
2,987,486	08/23/2005	78/420,451	05/18/2004	KT SPORTS

### **CLASSIC SPORT COMPANIES, INC.**

REG.	REG.	SERIAL	FILING	
NO.	DATE	NO.	DATE	STATUS
2,434,784	03/13/2001	75/779,802	08/12/1999	Registered
2,434,785	03/13/2001	75/779,804	08/12/1999	Registered
2,417,221	01/02/2001	75/779,805	08/12/1999	Registered *Not Renewed
2,422,979	01/23/2001	75/779,808	08/12/1999	Registered *Not Renewed
2,417,220	01/02/2001	75/779,800	08/12/1999	Registered *Not Renewed
2,933,910	03/15/2005	78/104,997	01/25/2002	Registered
1,985,952	07/09/1996	74/383,726	04/28/1993	Registered
2,689,661	02/25/2003	75/848,514	11/15/1999	Registered
2,497,676	10/16/2001	75/848,513	11/15/1999	Registered
2,564,406	04/23/2002	76/026,154	04/17/2000	Registered
2,887,438	09/21/2004	78/081,947	08/30/2001	Registered
2,770,295	09/30/2003	78/083,844	09/13/2001	Registered
	NO. 2,434,784  2,434,785  2,417,221  2,422,979  2,417,220  2,933,910  1,985,952  2,689,661  2,497,676  2,564,406  2,887,438	NO.         DATE           2,434,784         03/13/2001           2,434,785         03/13/2001           2,417,221         01/02/2001           2,422,979         01/23/2001           2,417,220         01/02/2001           2,933,910         03/15/2005           1,985,952         07/09/1996           2,689,661         02/25/2003           2,497,676         10/16/2001           2,564,406         04/23/2002           2,887,438         09/21/2004	NO.         DATE         NO.           2,434,784         03/13/2001         75/779,802           2,434,785         03/13/2001         75/779,804           2,417,221         01/02/2001         75/779,805           2,422,979         01/23/2001         75/779,808           2,417,220         01/02/2001         75/779,800           2,933,910         03/15/2005         78/104,997           1,985,952         07/09/1996         74/383,726           2,689,661         02/25/2003         75/848,514           2,497,676         10/16/2001         75/848,513           2,564,406         04/23/2002         76/026,154           2,887,438         09/21/2004         78/081,947	NO.         DATE         NO.         DATE           2,434,784         03/13/2001         75/779,802         08/12/1999           2,434,785         03/13/2001         75/779,804         08/12/1999           2,417,221         01/02/2001         75/779,805         08/12/1999           2,422,979         01/23/2001         75/779,808         08/12/1999           2,417,220         01/02/2001         75/779,800         08/12/1999           2,933,910         03/15/2005         78/104,997         01/25/2002           1,985,952         07/09/1996         74/383,726         04/28/1993           2,689,661         02/25/2003         75/848,514         11/15/1999           2,497,676         10/16/2001         75/848,513         11/15/1999           2,564,406         04/23/2002         76/026,154         04/17/2000           2,887,438         09/21/2004         78/081,947         08/30/2001

BEAT THE RUSH	2,726,037	06/10/2003	78/119,923	04/05/2002	Registered
AT THE BUZZER	2,898,033	10/26/2004	78/123,623	04/23/2002	Registered
BOOMERANG	2,875,565	08/17/2004	78/138,890	06/26/2002	Registered

**RECORDED: 10/09/2007**