

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
Shock Doctor, Inc.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	50 South Sixth Street, Suite 1000		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2828491	AIR/FX	
Registration Number:	2961533	CORE	
Registration Number:	3111450	CORE°	
Serial Number:	85486223	CORE	
Registration Number:	3842730	CRUSHTECH	
Registration Number:	3175493	DA VINCI	
Registration Number:	2828489	DIRECT POWER CONTOUR	
Registration Number:	3640664	EJECT	
Registration Number:	2001303	EZ GARD	
Registration Number:	3266034	FORMULA	
Serial Number:	85138738	MAX NANO	
Registration Number:	4027049	NANO	
Registration Number:	4027048	NANO DOUBLE	
Registration Number:	3840418	S	

Registration Number:	3195697	SHOCK DOCTOR
Registration Number:	1874753	SHOCK DOCTOR
Registration Number:	3827391	S SHOCK DOCTOR
Registration Number:	3830955	S SHOCK DOCTOR
Registration Number:	3968530	SHOCK DOCTOR ID
Serial Number:	85069999	S SHOCK DOCTOR PERFORMANCE MOUTHGUARDS
Serial Number:	85069373	S SHOCK DOCTOR PERFORMANCE MOUTHWEAR
Registration Number:	3100257	SHOCK DOCTOR SPORTS TECHNOLOGY
Registration Number:	3108851	SHOCK DOCTOR SPORTS TECHNOLOGY
Registration Number:	2828490	SHOCKDOME
Registration Number:	4042536	SHOCKSKIN
Serial Number:	85138745	ULTRA NANO
Registration Number:	3311673	X-FIT
Registration Number:	3588883	C-TACK
Registration Number:	3107543	CUTTERS
Registration Number:	2531866	CUTTERS

CORRESPONDENCE DATA

Fax Number: 6123713907
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 612 371 3970
Email: tmg@lindquist.com
Correspondent Name: LINDQUIST & VENNUM PLLP
Address Line 1: 80 South Eighth Street, 4200 IDS Center
Address Line 2: Connie Heikkila
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	517085.0007
NAME OF SUBMITTER:	CONNIE HEIKKILA
Signature:	/connieheikkila/
Date:	07/25/2012

Total Attachments: 24
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of June 29, 2012, is by and between SHOCK DOCTOR, INC., a Delaware corporation ("Borrower"), and BMO HARRIS BANK N.A., a national banking association (in its capacity as Agent for the ratable benefit of the Banks referred to below) (the "Secured Party").

RECITALS:

A. Borrower, the Secured Party and the Banks are parties to that certain Credit Agreement dated as of the date hereof (as amended, modified, supplemented, restated, or replaced from time to time, the "Credit Agreement") pursuant to which the Banks from time to time party thereto (collectively, the "Banks") are providing financial accommodations to Borrower. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

B. As a condition to entering into the Credit Agreement, the Banks require that Borrower execute this Agreement.

AGREEMENTS:

IN CONSIDERATION of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to the Secured Party and the Banks whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Agreement, the Credit Agreement or other agreements evidencing loans made by any Bank to Borrower, or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations are herein collectively referred to as the "Obligations"), Borrower hereby grants the Secured Party (for the ratable benefit of the Banks) a security interest (the "Security Interest"), with power of sale, in all of the intellectual property of Borrower (the "Collateral"), including but not limited to the intellectual property described in Exhibit A and the following:

(a) Patents. (i) All patents and patent applications on Schedule 1 of Exhibit A hereto, (ii) all reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto

throughout the world (all such items described in this subsection (a) referred to as "Patents");

(b) Trademarks. (i) All registered trade names, trademarks, service marks and applications therefore listed on Schedule 2 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world, (vi) all goodwill of Borrower's business connected with and symbolized by the foregoing (all such items described in this subsection (b) referred to as "Trademarks"); and (vii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under such license agreement, including but not limited to, the material license agreements listed on Schedule 3 of Exhibit A, and, to the extent permitted therein, the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the Secured Party's rights under the Loan Documents (all of the foregoing being hereinafter referred to collectively as the "Trademark Licenses").

(c) Copyrights. (i) All registered copyrights listed on Schedule 4 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (c) referred to as "Copyrights");

(d) Miscellaneous. All inventions, discoveries, ideas, technology, know-how, trade secrets, processes, formulas, models, prototypes, drawings and designs, computer software programs, and documents, computer disks, source codes, object codes, lab books or other materials related thereto; and

(e) Proceeds. All proceeds of any of the foregoing (the "Proceeds").

2. Representations, Warranties and Agreements. Borrower represents, warrants and agrees that:

(a) The Patents, Trademarks, Trademark Licenses and Copyrights listed on Schedules 1, 2, 3 and 4, respectively, constitute all of the registered patents, trademarks, material licenses, copyrights and applications and registrations therefor now owned by Borrower. If, before the Obligations are Satisfied in Full (as used herein, "Obligations are Satisfied in Full") means that all Obligations shall have been indefeasibly satisfied in full in cash, all of the Banks' commitments to lend to Borrower shall have expired or been terminated, and all Letters of Credit shall have expired or been cash collateralized),

Borrower shall (i) obtain rights to any new patentable inventions, registrable trademarks, trademark registrations, trade names or registered copyrights, (ii) become entitled to the benefit of any patent, trademark, copyright or registration thereof, or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, or (iii) become a party to or subject to any trademark license, then the provisions of Section 1 above shall automatically apply thereto and Borrower shall give to the Secured Party prompt written notice thereof (and with respect to the trademark licenses, Borrower only needs to give Secured Party notice of material licenses). Borrower hereby authorizes the Secured Party to modify this Agreement by amending Schedule 1, 2, 3 and/or 4, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, material licenses and copyright registrations which are Patents, Trademarks, Trademark Licenses or Copyrights, as applicable, under Section 1 above.

(b) Except as set forth in Schedule 2(b) hereof, Borrower has (or will have at the time Borrower acquires rights in Collateral hereafter arising) absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in Schedule 2(b) hereof, Borrower will keep all Collateral free and clear of all security interests, liens and encumbrances and will defend the Collateral against all claims or demands of all persons other than the Secured Party.

(c) Except as set forth in Schedule 2(c) hereof, until the Obligations are Satisfied in Full, Borrower will not, without the Secured Party's prior written consent, sell any of the Collateral or enter into any agreement which is inconsistent with Borrower's obligations or the Secured Party's rights under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially and adversely affect the validity of the Collateral or enforcement of the Secured Party's rights in the Collateral.

(d) Borrower will use commercially reasonable efforts to prosecute diligently any patent application that is part of the Patents, any trademark application that is part of the Trademarks, and any copyright registration that is part of the Copyrights, pending as of the date hereof or thereafter until the Obligations are Satisfied in Full. Borrower will file and prosecute applications or registrations on unpatented but patentable inventions, on trademarks and on copyrightable works, as recommended by reputable legal counsel. Borrower will preserve and maintain all rights in patent applications and patents that are part of the Patents, in trademark applications, trademarks, and trademark registrations that are part of the Trademarks, and in copyrightable works and copyright registrations that are part of the Copyrights. Any expenses incurred in connection with such registrations or applications shall be borne by Borrower.

(e) Except as could not reasonably be expected to have an Adverse Effect, Borrower shall not abandon any right to file a patent application or trademark application, or any pending patent application, trademark application, patent, trademark or copyright without the consent of the Secured Party.

(f) Borrower will at all times permit the Secured Party or its representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy Borrower's books and records pertaining to the Collateral and its business and financial condition as more fully set forth in the Credit Agreement. Notwithstanding the foregoing, so long as no Default or Event of Default then exists (a) the Secured Party shall give the Borrower prior reasonable notice of any such examination or inspection, and (b) any such examination or inspection shall be during normal business hours.

(g) Borrower will keep accurate and complete records pertaining to the Collateral.

(h) Borrower will pay when due or reimburse the Secured Party on demand for all documented costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case reasonable attorneys' fees) incurred by the Secured Party in connection with the creation, perfection, satisfaction, protection, defense or enforcement of the Security Interest or the creation, continuance, protection, defense or enforcement of this Agreement or of the Obligations, including expenses incurred in any litigation or bankruptcy or insolvency proceedings.

(i) Borrower will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which the Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and the Secured Party's rights under this Agreement.

(j) Except where the disclosure of any Trademark License would violate the terms thereof, Borrower has delivered true and complete copies of each Trademark License to the Secured Party, each of which is in full force and effect and Borrower is not, and to Borrower's knowledge, the other parties thereto are not, in default of any material provision thereunder. Borrower will not amend or otherwise modify any Trademark License in any way that materially and adversely affects the value of the Collateral or the Borrower's ability to repay the Loans, without the prior written consent of the Secured Party.

3. **Royalties.** Neither the Security Interest granted herein, nor the exercise by the Secured Party of any of its rights under this Agreement, shall (a) impose on the Secured Party any liability to Borrower for royalties or other similar charges, or (b) be limited geographically.

4. **Events of Default.** The occurrence of any Event of Default shall constitute an Event of Default hereunder.

5. **Remedies upon Event of Default; Power of Attorney.** At any time after the occurrence and during the continuance of an Event of Default, the Secured Party may exercise those remedies set forth in the Credit Agreement. All of the Secured Party's rights and remedies with respect to the Patents, Trademarks, Trademark Licenses and Copyrights, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised

singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints the Secured Party as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by the Secured Party of written notice to Borrower of the Secured Party's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes the Secured Party to, in its sole discretion (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Patents, Trademarks, Trademark Licenses (to the extent permitted by the terms thereof) and Copyrights, (ii) take any other actions with respect to the Patents, Trademarks, Trademark Licenses (to the extent permitted by the terms thereof) and Copyrights as the Secured Party deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to anyone on commercially reasonable terms. The Secured Party shall take no action pursuant to clause (i), (ii), (iii) or (iv) of this Section 5 without taking like action with respect to the entire goodwill of Borrower's business and related assets connected with the use of, and symbolized by, such Patents, Trademarks or Copyrights. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party or any Bank under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Copyrights may be located or deemed located.

6. **Secured Party's Right to Sue.** From and after the occurrence of any Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Trademark Licenses and Copyrights, and, if the Secured Party shall commence any such suit, Borrower shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and Borrower shall indemnify and shall, upon demand, promptly reimburse the Secured Party for all documented costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 6.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

All notices to be given to Borrower shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Borrower at its address set forth in the Credit Agreement or at the most recent address shown on the Secured Party's records. The Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if the Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and the Secured Party need not otherwise preserve, protect, insure or care for any Collateral. The Secured Party shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and the Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Borrower and delivered to the Secured Party, and Borrower waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement or other recording document signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement or other recording document. Borrower will execute, from time to time, and authorizes the Secured Party to execute from time to time as Borrower's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, including Proceeds, as the Secured Party may reasonably request in order to create, evidence, perfect, maintain or continue its security interest in the Collateral (including additional Collateral acquired by Borrower after the date hereof), and Borrower will pay the cost of filing the same in all public offices in which the Secured Party may deem filing to be appropriate and will notify the Secured Party promptly upon acquiring any additional Collateral that may require an additional filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. **Governing Law.** The parties to this Agreement have contracted for Minnesota law to govern this Agreement and it is controllingly agreed that this Agreement is made pursuant to and shall be construed and governed by the laws of the State of Minnesota without regard to the principles of conflicts of law.

9. **Consent to Jurisdiction.** BORROWER SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF MINNESOTA

AND COURTS OF THE UNITED STATES OF AMERICA SITTING IN MINNESOTA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF MINNESOTA. AT THE ELECTION OF THE SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF MINNESOTA OR ANY UNITED STATES DISTRICT COURT LOCATED IN MINNESOTA. NOTHING CONTAINED HEREIN SHALL PREVENT THE SECURED PARTY FROM BRINGING ANY ACTION AGAINST BORROWER OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO THE SECURED PARTY, OR AGAINST BORROWER PERSONALLY, OR AGAINST ANY PROPERTY OF BORROWER, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR OF THE SUBMISSION MADE BY BORROWER TO PERSONAL JURISDICTION WITHIN THE STATE OF MINNESOTA.

10. Waiver. EACH PARTY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH IT IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

(The signature page follows.)

THE PARTIES have executed this Intellectual Property Security Agreement as of the day and year first above written.

SHOCK DOCTOR, INC.

By: [Signature]
Name: DENNIS J. GOETZ
Its: CFO

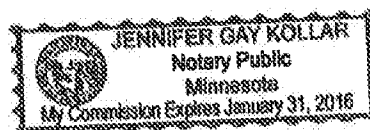
STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing Intellectual Property Security Agreement was acknowledged before me this 28 day of June 2012, by Dennis Goetz (who is known to me personally or who produced a driver's license as identification), the CFO of Shock Doctor, Inc, a Delaware corporation on behalf of such corporation.

(Notary seal)

[Signature]
Notary Public

(The signatures continue on next page.)

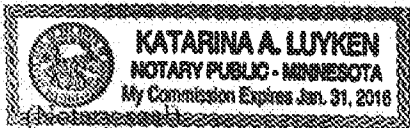


BMO HARRIS BANK N.A.

By: [Signature]
Name: Scott Kemper
Its: Vice President

and
By: [Signature]
Name: Jessie P. Norton
Its: SVP

The foregoing Intellectual Property Security Agreement was acknowledged before me this 21 day of June 2012, by Scott Kemper and Jessie P. Norton (who are each known to me personally or who produced a driver's license as identification), the Vice President and SVP, respectively, of BMO Harris Bank N.A., a national banking association on behalf of such bank.



[Signature]
Notary Public

SCHEDULE 1

Patents and Patent Applications

Title	Country	Appl. No.	Appl. Date	Patent No.	Grant Date	First Filing Date
CHEST PROTECTOR	Australia	2010295634	09/15/2010			09/15/2009
CHEST PROTECTOR	Canada	2,774,473	09/15/2010			09/15/2009
CHEST PROTECTOR	European Patent Convention	10757362.8	09/15/2010			09/15/2009
SOFT CHEST PROTECTOR	Patent Cooperation Treaty	PCT/US2011/023019	01/28/2011			01/29/2010
WRIST GUARD WITH STIFFENER ELEMENTS	Patent Cooperation Treaty	PCT/US2011/022731	01/27/2011			02/01/2010
CHEST PROTECTOR	South Africa	2012/02568	09/15/2010			09/15/2009
CHEST PROTECTOR	United States	12/882,939	09/15/2010			09/15/2009
SOFT CHEST PROTECTOR	United States	13/016,414	01/28/2011			01/29/2010
WRIST GUARD WITH STIFFENER ELEMENTS	United States	13/015,145	01/27/2011			02/01/2010
CHEST PROTECTOR	United States	29/424,221	06/08/2012			01/21/2011
SOFT CHEST PROTECTOR	United States	29/424,223	06/08/2012			07/01/2011
CHEST PROTECTOR	United States	29/383,774	01/21/2011			01/21/2011
SOFT CHEST PROTECTOR	United States	29/396,572	07/01/2011			07/01/2011
WRIST GUARD WITH STIFFENERS	United States	29/412,986	02/09/2012			05/12/2011
WRIST GUARD WITH STIFFENERS	United States	29/391,708	05/12/2011	D656685	03/27/2012	05/12/2011
SOFT CHEST PROTECTOR	United States	29/398,483	08/01/2011	D663,072	07/03/2012	07/01/2011

MOUTHGUARD WITH LINEAR STORAGE CONFIGURATION	Canada	2,740,445	05/17/2011			05/17/2010
MOUTHGUARD AND MOUTHGUARD PACKAGE	Canada	143255	11/17/2011			05/17/2011
MOUTHGUARD WITH LINEAR STORAGE CONFIGURATION	United States	13/109,678	05/17/2011			05/17/2010
MOUTHGUARD AND MOUTHGUARD PACKAGE	United States	29/392,105	05/17/2011			05/17/2011
MOUTHGUARD	Australia	15245/2011	11/17/2011	340539	01/23/2012	05/17/2011
MOUTHGUARD PACKAGE	Australia	15244/2011	11/17/2011	340563	01/24/2012	05/17/2011
MOUTHGUARD	European Community Design	001948746-0001	11/17/2011	001948746-0001	11/17/2011	05/17/2011
MOUTHGUARD	European Community Design	001948746-0002	11/17/2011	001948746-0002	11/17/2011	05/17/2011
MOUTHGUARD PACKAGE	European Community Design	001308977-0001	11/17/2011	001308977-0001	11/17/2011	05/17/2011
JOCK SUPPORT SHORT	Canada	2,492,371	01/12/2005			01/12/2004
IMPACT PROTECTION DEVICE	Canada	2,492,271	01/12/2005			01/12/2004
HOCKEY SHORT WITH INTEGRAL GARTER	Canada	2,680,550	09/16/2009			09/19/2008
CUSTOM MOUTHGUARD	Canada	2,742,037	06/02/2011			06/02/2010

COMPRESSION SHIRT WITH DUEL ELASTICITY PERFORMANCE	Canada	2,755,627	10/21/2011			10/21/2010
COMPRESSION UNDERGARMENT	Patent Cooperation Treaty	PCT/US2011/023022	01/28/2011			01/29/2010
TETHERLESS CUSTOM MOUTHGUARD	South Africa	A2010/01697	12/02/2010			06/02/2010
MOUTHGUARDS	South Africa	A2012/00760	05/29/2012			05/29/2012
MOUTHGUARDS	South Africa	F2012/00759	05/29/2012			05/29/2012
CUSTOM MOUTHGUARD	South Africa	A2010/01620	12/02/2010			06/02/2010
MOUTHGUARDS	South Africa	A2012/00756	05/29/2012			05/29/2012
MOUTHGUARDS	South Africa	F2012/00755	05/29/2012			05/29/2012
MOUTHGUARDS	South Africa	F2012/00130	02/10/2012			02/10/2012
MOUTHGUARDS	South Africa	F2012/00123	02/10/2012			02/10/2012
COMPRESSION UNDERGARMENT	United States	29/424,212	06/08/2012			06/21/2011
CUSTOM MOUTHGUARD	United States	29/362,918	06/02/2010			06/02/2010
CUSTOM MOUTHGUARD	United States	29/362,919	06/02/2010			06/02/2010
IMPACT PROTECTION DEVICE	United States	12/837,953	07/16/2010			01/12/2004
JOCK SUPPORT SHORT	United States	12/837,939	07/16/2010			01/12/2004
COMPRESSION UNDERGARMENT	United States	13/016,419	01/28/2011			01/29/2010

COMPRESSION UNDERGARMENT	United States	29/394,784	05/21/2011			06/21/2011
CUSTOM MOUTHGUARD	United States	13/151,814	06/02/2011			06/02/2010
COMPRESSION SHIRT WITH ROLL-OVER SLEEVE	United States	13/278,488	10/21/2011			10/21/2010
TETHERLESS CUSTOM MOUTHGUARD	Australia	15268/2010	12/02/2010	335115	02/15/2011	06/02/2010
CUSTOM MOUTHGUARD	Australia	15269/2010	12/02/2010	335116	02/15/2011	06/02/2010
CHIN CUP	Canada	111312	05/24/2005	111312	09/08/2006	01/12/2005
JOCK CUP	Canada	111311	05/24/2005	111311	07/14/2006	01/12/2005
JOCK SHORTS	Canada	111313	05/24/2005	111313	05/18/2006	01/12/2005
JOCK CUP	Canada	115,917	05/18/2006	115917	07/14/2006	01/12/2005
HOCKEY SHORT	Canada	134424	03/10/2010	134424	09/30/2010	09/25/2009
CUSTOM MOUTHGUARD	Canada	138192	12/02/2010	138192	10/28/2011	06/02/2010
CUSTOM MOUTHGUARD	European Community Design	001 788 340	12/02/2010	001788340-0001	12/02/2010	06/02/2010
TETHERLESS CUSTOM MOUTHGUARD	New Zealand	414359	12/02/2010	414359	03/22/2012	06/02/2010
CUSTOM MOUTHGUARD	New Zealand	414358	12/02/2010	414358	03/22/2012	06/02/2010
WISHBONE TETHER FOR MOUTHGUARD ASSEMBLIES	United States	08/062,788	05/14/1993	5,353,810	10/11/1994	05/14/1993
THERMOPLASTIC MOUTHGUARD WITH INTEGRAL SHOCK ABSORBING FRAMEWORK	United States	08/066,469	05/24/1993	5,339,832	08/23/1994	05/24/1993

TRIPLE LAYER MOUTHGUARD HAVING INTEGRAL SHOCK ABSORBING FRAMEWORK	United States	09/428,935	10/28/1999	6,082,363	07/04/2000	10/28/1999
IMPACT PROTECTION DEVICE	United States	11/034,235	01/12/2005	7,757,310	07/20/2010	01/12/2004
JOCK SUPPORT SHORT	United States	11/034,203	01/12/2005	7,216,371	05/15/2007	01/12/2004
CHIN CUP	United States	29/221,208	01/12/2005	0526,746	08/15/2006	01/12/2005
JOCK CUP	United States	29/221,221	01/12/2005	0516,253	02/28/2006	01/12/2005
SHORTS	United States	29/221,220	01/12/2005	0548,928	08/21/2007	01/12/2005
JOCK CUP	United States	29/242,930	11/16/2005	0528,702	09/19/2006	01/12/2005
QUICK RELEASE TETHER FOR MOUTHGUARDS	United States	07/933,484	08/21/1992	5,365,946	11/22/1994	08/21/1992
SHORTS HAVING STRIPES	United States	29/245,579	12/23/2005	0572,430	07/08/2008	01/12/2005
THERMOPLASTIC MOUTHGUARD WITH INTEGRAL SHOCK ABSORBING FRAMEWORK	United States	08/293,489	08/22/1994	5,460,527	10/24/1995	05/24/1992
MOUTHGUARD SIZING KIT	United States	07/127,759	09/28/1993	5,385,155	01/31/1995	09/28/1993
CHIN CUP	United States	29/246,690	05/03/2006	0560,315	01/22/2008	01/12/2005
JOCK SUPPORT SHORT	United States	11/678,663	02/26/2007	7,757,307	07/20/2010	01/12/2004
HOCKEY SHORT	United States	29/344,243	09/25/2009	0633,279	03/01/2011	09/25/2009
ATHLETIC PROTECTIVE UNDERGARMENT	United States	11/701,932	02/02/2007	7,412,731	08/19/2008	02/02/2007
FOOTBALL GLOVE AND METHOD OF USE	United States	10/698,793	10/31/2003	7,293,296	11/13/2007	11/13/2007

SCHEDULE 2

Trademarks and Trademark Applications

Mark	Country	Status	App No	App Date	Reg No	Reg Date
SHOCK DOCTOR	Argentina	Filed	3065920	2/7/2011		
SHOCK DOCTOR	Argentina	Filed	3065921	2/7/2011		
SHOCK DOCTOR and S Design (Stacked)	Argentina	Filed	3066116	2/8/2011		
SHOCK DOCTOR and S Design (Stacked)	Argentina	Filed	3066117	2/8/2011		
EJECT	Australia	Registered	1280052	1/7/2009	1280052	8/24/2009
MAX NANO	Australia	Registered	1072764	3/24/2011	1072764/1421907	3/24/2011
NANO DOUBLE	Australia	Registered	1072874	3/24/2011	1072874/1421931	3/24/2011
S and Design	Australia	Registered	1034812	1/13/2010	1034812	1/13/2010
SHOCK DOCTOR	Australia	Registered	857997	11/22/2000	857997	2/17/2003
SHOCK DOCTOR and S Design (Stacked)	Australia	Registered	1035193	4/1/2010	1035193/1358369	4/1/2010
SHOCKSKIN	Australia	Registered	1026925/1344998	1/5/2010	1026925/1344998	1/5/2010
ULTRA NANO	Australia	Registered	1072467	3/24/2011	1072467	3/24/2011
S and Design	Brazil	Filed	830596224	5/5/2010		
S and Design	Brazil	Filed	830596232	5/5/2010		
SHOCK DOCTOR	Brazil	Filed	830543422	3/9/2010		
SHOCK DOCTOR	Brazil	Filed	830543147	3/9/2010		
SHOCK DOCTOR and S Design (Stacked)	Brazil	Filed	830596208	5/5/2010		
SHOCK DOCTOR and S Design (Stacked)	Brazil	Filed	830596283	5/5/2010		
EJECT	Canada	Registered	1424296	1/7/2009	TMA816723	2/1/2012
MAX NANO	Canada	Filed	1521694	3/25/2011		
NANO	Canada	Filed	1521708	3/25/2011		
NANO DOUBLE	Canada	Filed	1520901	3/25/2011		

S and Design	Canada	Filed	1481263	5/7/2010		
SHOCK DOCTOR	Canada	Registered	736772	9/13/1993	TMA448283	9/29/1995
SHOCK DOCTOR and S Design (Stacked)	Canada	Filed	1481262	5/7/2010		
SHOCK DOCTOR ID	Canada	Filed	1476656	4/6/2010		
SHOCKSKIN	Canada	Filed	1465475	1/6/2010		
ULTRA NANO	Canada	Filed	1521695	3/25/2011		
SHOCK DOCTOR	Chile	Filed	939260	1/31/2011		
SHOCK DOCTOR	Chile	Filed	939262	1/31/2011		
SHOCK DOCTOR and S Design (Stacked)	Chile	Filed	939259	1/31/2011		
SHOCK DOCTOR and S Design (Stacked)	Chile	Filed	939261	1/31/2011		
S and Design	China P.R.	Filed	1034812	1/13/2010		
SHOCK DOCTOR	China P.R.	Registered	1034811	1/13/2010	1034811	1/13/2010
SHOCK DOCTOR and S Design (Stacked)	China P.R.	Filed	1035193	4/1/2010		
EJECT	Community Trademark	Registered	7507015	1/7/2009	7507015	7/23/2009
MAX NANO	Community Trademark	Registered	1072764	3/24/2011	1072764	3/24/2011
NANO	Community Trademark	Registered	1072765	3/24/2011	1072765	3/24/2011
NANO DOUBLE	Community Trademark	Registered	1072874	3/24/2011	1072874	3/24/2011
S and Design	Community Trademark	Registered	1034812	1/13/2010	1034812	1/13/2010
SHOCK DOCTOR	Community Trademark	Registered	1963792	11/21/2000	1963792	2/15/2002
SHOCK DOCTOR and S Design (Stacked)	Community Trademark	Registered	1035193	4/1/2010	1035193	4/1/2010
SHOCKSKIN	Community Trademark	Registered	1026925	1/5/2010	1026925	1/5/2010
ULTRA NANO	Community Trademark	Registered	1072467	3/24/2011	1072467	3/24/2011
S and Design	Hong Kong	Registered	301557063	3/5/2010	301557063	10/19/2010
SHOCK DOCTOR	Hong Kong	Registered	301557180	3/5/2010	301557180	10/19/2010
SHOCK DOCTOR and S Design (Stacked)	Hong Kong	Registered	301557199	3/5/2010	301557199	10/19/2010
CORE and Design (Degree symbol)	International	Filed	not yet assigned	6/1/2012		

MAX NANO	International	Registered	1072764	3/24/2011	1072764	3/24/2011
NANO	International	Registered	1072765	3/24/2011	1072765	3/24/2011
NANO DOUBLE	International	Registered	1072874	3/24/2011	1072874	3/24/2011
S and Design	International	Registered	1034812	1/13/2010	1034812	1/13/2010
SHOCK DOCTOR	International	Registered	1034811	1/13/2010	1034811	1/13/2010
SHOCK DOCTOR and S Design (Stacked)	International	Registered	1035193	4/1/2010	1035193	4/1/2010
SHOCKSKIN	International	Registered	1026925	1/5/2010	1026925	1/5/2010
ULTRA NANO	International	Registered	1072467	3/24/2011	1072467	3/24/2011
EJECT	Japan	Registered	2009-1222	1/9/2009	5365701	11/5/2010
MAX NANO	Japan	Registered	1072764	3/24/2011	1072764	3/24/2011
NANO DOUBLE	Japan	Registered	1072874	3/24/2011	1072874	3/24/2011
S and Design	Japan	Registered	1034812	1/13/2010	1034812	5/13/2011
SHOCK DOCTOR	Japan	Registered	2000-126932	11/24/2000	4561578	4/19/2002
SHOCK DOCTOR and S Design (Stacked)	Japan	Registered	1035193	4/1/2010	1035193	4/1/2010
SHOCKSKIN	Japan	Registered	1026925	1/5/2010	1026925	1/5/2010
ULTRA NANO	Japan	Registered	1072467	3/24/2011	1072467	3/24/2011
S and Design	Mexico	Registered	1074360	3/16/2010	1193737	12/8/2010
S and Design	Mexico	Registered	1074359	3/16/2010	1203829	2/25/2011
S and Design	Mexico	Registered	1133797	11/11/2010	1207810	3/22/2011
SHOCK DOCTOR	Mexico	Registered	1074366	3/16/2010	1167260	7/6/2010
SHOCK DOCTOR	Mexico	Registered	1074364	3/16/2010	1205775	3/9/2011
SHOCK DOCTOR	Mexico	Registered	1133794	11/11/2010	1210320	4/4/2011
SHOCK DOCTOR and S Design (Stacked)	Mexico	Registered	1074363	3/16/2010	1172824	8/16/2010
SHOCK DOCTOR and S Design (Stacked)	Mexico	Registered	1074362	3/16/2010	1203850	2/25/2011
SHOCK DOCTOR and S Design (Stacked)	Mexico	Registered	1133795	11/11/2010	1210321	4/4/2011
S and Design	New Zealand	Registered	818535	1/21/2010	818535	7/22/2010

SHOCK DOCTOR	New Zealand	Registered	818530	1/21/2010	818530	7/22/2010
SHOCK DOCTOR and S Design (Stacked)	New Zealand	Registered	818536	1/21/2010	818536	7/22/2010
MAX NANO	Norway	Registered	1072764	3/24/2011	1072764	3/24/2011
NANO DOUBLE	Norway	Registered	1072874	3/24/2011	1072874	3/24/2011
SHOCK DOCTOR	Norway	Registered	1034811	1/13/2010	1034811	1/13/2010
ULTRA NANO	Norway	Registered	1072467	3/24/2011	1072467	3/24/2011
SHOCK DOCTOR and S Design (Stacked)	Peru	Registered	445653-2011	2/4/2011	181897	9/29/2011
S and Design	Republic Of Korea	Registered	1034812	1/13/2010	1034812	1/13/2010
SHOCK DOCTOR	Republic Of Korea	Filed	1034811	1/13/2010		
SHOCK DOCTOR and S Design (Stacked)	Republic Of Korea	Registered	1035193	4/1/2010	1035193	4/1/2010
MAX NANO	Russian Federation	Filed	1072764	3/24/2011		
NANO	Russian Federation	Filed	1072765	3/24/2011		
NANO DOUBLE	Russian Federation	Filed	1072874	3/24/2011		
S and Design	Russian Federation	Registered	2010715106	5/7/2010	436445	5/4/2011
SHOCK DOCTOR	Russian Federation	Registered	2010715109	5/7/2010	430084	2/14/2011
SHOCK DOCTOR and S Design (Stacked)	Russian Federation	Registered	2010715108	5/7/2010	429927	2/9/2011
ULTRA NANO	Russian Federation	Filed	1072467	3/24/2011		
SHOCK DOCTOR	Singapore	Registered	1034811	1/13/2010	1034811	1/13/2010
MAX NANO	South Africa	Filed	2011/07118	3/25/2011		
NANO	South Africa	Filed	2011/07119	3/25/2011		
NANO DOUBLE	South Africa	Filed	2011/07117	3/25/2011		
S and Design	South Africa	Registered	2010/01164	1/21/2010	2010/01164	9/23/2011
S and Design	South Africa	Registered	2010/01165	1/21/2010	2010/01165	9/19/2011
SHOCK DOCTOR	South Africa	Registered	2010/01166	1/21/2010	2010/01166	9/23/2011
SHOCK DOCTOR	South Africa	Registered	2010/01167	1/21/2010	2010/01167	9/23/2011
SHOCK DOCTOR and S Design (Stacked)	South Africa	Registered	2010/01162	1/21/2010	2010/01162	9/23/2011

SHOCK DOCTOR and S Design (Stacked)	South Africa	Registered	2010/01163	1/21/2010	2010/01163	9/23/2011
ULTRA NANO	South Africa	Filed	2011/07120	3/25/2011		
AIR/PX	United States	Registered	78/079,196	8/14/2001	2,828,491	3/30/2004
CORE	United States	Registered	78/358,476	1/28/2004	2,961,533	6/7/2005
CORE (with Degree Symbol)	United States	Registered	78/553,967	1/26/2005	3,111,450	7/4/2006
CORE and Design (Degree symbol)	United States	Filed	85/485,223	12/2/2011		
CRUSHTECH	United States	Registered	77/757,985	6/12/2009	3,842,730	8/31/2010
DA VINCI	United States	Registered	78/661,765	6/30/2005	3,175,493	11/21/2005
DIRECT POWER CONTOUR and Design	United States	Registered	78/079,167	8/14/2001	2,828,489	3/30/2004
Domain Name Registration for: shockdoctormouthguard.com	United States	Registered	na	11/27/2000	na	11/27/2000
EJECT	United States	Registered	77/399,306	2/18/2008	3,640,664	6/16/2009
EZ GARD and Design	United States	Registered	74/731,575	9/20/1995	2,001,303	9/17/1996
FORMULA	United States	Registered	78/657,188	6/23/2005	3,266,034	7/17/2007
MAX NANO	United States	Filed	85/138,738	9/27/2010		
NANO	United States	Registered	85/138,742	9/27/2010	4,027,049	9/13/2011
NANO DOUBLE	United States	Registered	85/138,730	9/27/2010	4,027,048	9/13/2011
S and Design	United States	Registered	77/872,466	11/13/2009	3,840,418	8/31/2010
SHOCK DOCTOR	United States	Registered	78/531,657	12/13/2004	3,195,697	1/9/2007
SHOCK DOCTOR	United States	Registered	74/396,197	5/27/1993	1,874,753	1/17/1995
SHOCK DOCTOR and S Design (Horizontal)	United States	Registered	77/872,494	11/13/2009	3,827,391	8/3/2010
SHOCK DOCTOR and S Design (Stacked)	United States	Registered	77/872,501	11/13/2009	3,830,955	8/10/2010
SHOCK DOCTOR ID	United States	Registered	77/947,368	3/1/2010	3,968,530	5/31/2011
SHOCK DOCTOR PERFORMANCE MOUTHGUARDS and S Design	United States	Filed	85/069,999	6/23/2010		
SHOCK DOCTOR PERFORMANCE MOUTHWEAR and S Design	United States	Filed	85/069,973	6/23/2010		

SHOCK DOCTOR SPORTS TECHNOLOGY	United States	Registered	78/531,653	12/13/2004	3,109,257	6/6/2006
SHOCK DOCTOR SPORTS TECHNOLOGY (and Design)	United States	Registered	78/531,653	12/13/2004	3,108,853	6/27/2006
SHOCKDOME	United States	Registered	78/079,186	8/14/2001	2,828,490	3/30/2004
SHOCKSKIN	United States	Registered	77/774,900	7/6/2009	4,042,536	10/18/2011
ULTRA NANO	United States	Filed	85/138,745	9/27/2010		
X-FIT	United States	Registered	78/524,231	11/30/2004	3,311,673	10/16/2007
CUTTERS	Canada	Registered	1,172,633	4/1/2003	TMA641540	6/7/2005
C-TACK	United States	Registered	78/293,774	9/28/2003	3,588,883	3/10/2009
CUTTERS	United States	Registered	78/293,038	9/27/2003	3,107,543	6/20/2006
CUTTERS	United States	Registered	76/180,797	12/14/2000	2,531,856	1/22/2002

SCHEDULE 2(b)

Security Interest, Liens and Encumbrances

1. Purchase and License Agreement dated July 22, 2010, between Borrower and Troy Lee Designs.
2. The following registered copyright:

Type of Work: Recorded Document
Document Number: V3425D961
Date of Recordation: 1998-08-14
Entire Copyright Document: V3425 D961 P1-2
Registration Number Not Verified: TX 4-653-749 (1997)
Title: Test methods for mouthguards / TX 4-653-749 (1997)
Notes: Notice of security interest in U.S. copyrights.
Party 1: E-Z Gard Industries, Inc.
Party 2: Norwest Business Credit, Inc.

SCHEDULE 2(c)

Sale of Collateral

Purchase and License Agreement dated July 22, 2010, between Borrower and Troy Lee Designs.

SCHEDULE 3

Trademark Licenses

1. Agreement dated January 21, 2010, between Borrower and Showcase Enterprises, Inc.
2. 2012 Sponsorship Overview dated on or around January 6, 2012, between Borrower and Dugout Media.
3. Partnership Agreement dated November 1, 2009, between Borrower and USA Football Inc.
4. Letter of Agreement dated November 30, 2011, between Borrower and US Lacrosse.
5. Sponsorship Agreement dated effective as of December 1, 2009, between Borrower and USA Hockey, Inc.
6. Sponsorship Letter of Agreement dated February 26, 2010, between Borrower and Minnesota Hockey, Inc.
7. Purchase and License Agreement dated July 22, 2010, between Borrower and Troy Lee Designs.
8. Exclusive License Agreement dated October 9, 2007, among EZ Gard Industries, Inc. d/b/a Shock Doctor, SafeSport, Inc. and Judith M. Deagan.
9. Patent License Agreement dated October 2007, among and EZ Gard Industries, Inc. d/b/a Shock Doctor, Prestige Brands Holdings, Inc., Medtech Products Inc. (successor-in-interest to Dental Concepts, LLC) and Dental Ideas, Inc.
10. License Agreement dated March 24, 2005, between EZ Gard Industries, Inc. d/b/a Shock Doctor and Noble Fiber Technologies, LLC. Borrower is expressly prohibited from encumbering its rights under this agreement without prior written consent of Noble Fiber Technologies, LLC, pursuant to the terms of the agreement. This agreement shall be excluded from the definition of Collateral under the Agreement, except to the extent otherwise provided in UCC Section 9-408.

SCHEDULE 4

Copyrights and Copyright Applications

Type of Work: Recorded Document

Document Number: V3425D961

Date of Recordation: 1998-08-14

Entire Copyright Document: V3425 D961 P1-2

Registration Number Not Verified: TX 4-653-749 (1997)

Title: Test methods for mouthguards / TX 4-653-749 (1997)

Notes: Notice of security interest in U.S. copyrights.

Party 1: E-Z Gard Industries, Inc.

Party 2: Norwest Business Credit, Inc.

DOCS-#3713825-v2

RECORDED: 07/25/2012

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REEL: 004828 FRAME: 0717**