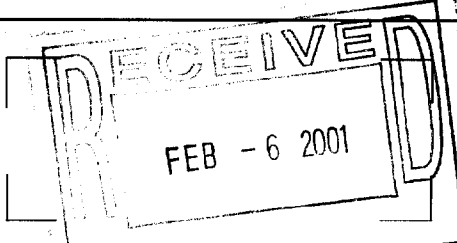


02-14-2001



101613163



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2.6.01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year

Other Trademark Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

2217618

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA _____

Composed of _____

Address (line 1)

Address (line 2) _____

Address (line 3) City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/13/2001 TDIAZI 00000004 2217618

01 FD:481
02 FD:482

40.00 DF
1000.00 DF

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK
REEL: 002237 FRAME: 0212**

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Empty box]

Address (line 1)

[Empty box]

Address (line 2)

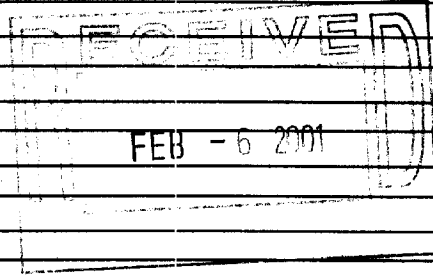
[Empty box]

Address (line 3)

[Empty box]

Address (line 4)

[Empty box]



Correspondent Name and Address

Area Code and Telephone Number

214.740.8769

Name

Chris Schrauff, Esq.

Address (line 1)

Locke Liddell & Sapp LLP

Address (line 2)

2200 Ross Avenue

Address (line 3)

Suite 2200

Address (line 4)

Dallas, TX 75201-6776

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

[Empty boxes for Trademark Application Numbers]

2,217,618 | 1,965,771 | 1,998,854
1,908,660 | 2,002,107 | 1,949,588
1,883,895 | 1,844,562 | 1,887,277

Number of Properties

Enter the total number of properties involved.

#

41

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

1,040.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Chris Schrauff

Name of Person Signing

Signature

2/2/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

FEB - 6 2001

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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Mark if additional numbers attached

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Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

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1,845,758	1,845,757	1,844,561
1,844,560	1,847,722	1,845,656
1,833,548	1,906,667	1,880,726
1,840,657	1,909,693	1,870,846
1,708,416	1,739,140	1,410,733
1,261,798	1,277,448	1,262,511

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

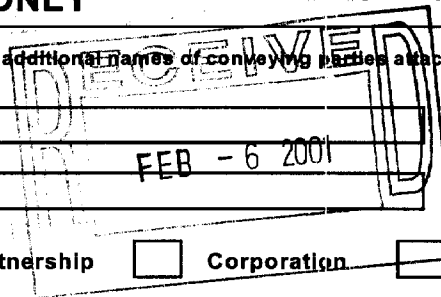
U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

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Execution Date
Month Day Year



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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,223,595	1,246,494	1,223,594
1,198,106	1,127,054	1,084,113
1,055,596	1,030,600	972,790
1,216,564	1,209,873	

TRADEMARK RELEASE OF SECURITY INTEREST

This instrument is executed effective as of the 4th day of January, 2001 by LaSalle Business Credit, Inc., a Delaware corporation (formerly Stanchart Business Credit, Inc.) with its head office at 120 East Baltimore Street, Baltimore, Maryland 21202 (the "Creditor").

WHEREAS, Sport Supply Group, Inc., a Delaware corporation (the "Grantor"), having an address at 1901 Diplomat Drive, Farmers Branch, Texas 75234, and the Creditor executed a Security Agreement dated October 1, 1992 ("First Security Agreement"), an Amendment to said First Security Agreement dated June 13, 1995 ("Amendment") and a Security Agreement dated September 9, 1997 ("Second Security Agreement", collectively with said First Security Agreement, as Amended by the Amendment, referred to herein as "Security Agreements") under which Security Agreements the Grantor granted to the Creditor a security interest in all of the Grantor's right, title and interest in and to the trademark registrations (collectively "Trademarks") listed in Schedule A, attached hereto, for the benefit of the Creditor to secure payment and performance in full of certain Obligations of the Grantor under a Credit Agreement between Grantor and Creditor.

WHEREAS, the Creditor recorded the Security Agreements with the United States Patent and Trademark Office, Assignment Branch, on October 1, 1992 with respect to the First Security Agreement, on June 13, 1995 with respect to the Amendment, and September 9, 1997 with respect to the Second Security Agreement which Security Agreements were recorded at Reel 0909, Frame 0626 (with respect to the First Security Agreement), Reel 1378, Frame 0689 (with respect to the Amendment) and Reel 1643, Frame 0424 (with respect to the Second Security Agreement); and

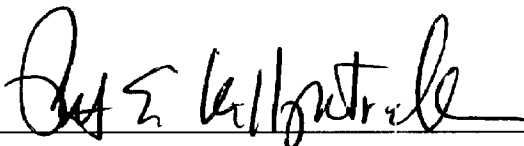
WHEREAS, the Creditor desires to terminate and release the security interest in the

Trademarks held by the Creditor for the benefit of the Creditor.

NOW, THEREFORE, in consideration of the satisfaction of all Obligations of the Grantor under the Credit Agreement, the Creditor by these presents does hereby release the security interest in all Trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Grantor; all good will of the Grantor or its business products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof; and all federal state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations); the right to sue for and collect all claims for profits and damages by reason of past infringement by any party or parties, and releases all pledges, mortgages and hypothecation of the entire right, title and interest in and to the Trademarks; and the present and future rights in, to and associated with the Trademarks throughout the world whether arising under federal law, state law, common law, foreign law or otherwise, to use the Trademarks for the benefit of the Grantor.

IN WITNESS WHEREOF, Creditor has executed this instrument as of the date first above written.

LASALLE BUSINESS CREDIT, INC.

By: 

Title: First Vice President

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
EZSET	2217618
Gamecraft	1965771
New England Camp and Recreation	1998854
Lady Cata-Pole	1908660
The Heart Adventure	2002107
Brute Force	1949588
Fit N' Fun Fanatic	1883895
Port A Just	1844562
Safe Squat	1887277
Nyothene	1846846
Master	1841930
Ultimat	1934630
Color My Class	1845758
Carry Goal	1845757
Rota-Cuff	1844561
Port-A-Court	1844560
Quick Fence	1847722
Courtscreen	1845656
Roll-N-Fold	1833548
Waffle	1906667
Bulldog	1880726
Fibersport	1840657

Pro-Down	1909693
The Athletic Connection	1870846
Beamlinks (and Design)	1708416
Volley Trainer	1739140
ProBase (stylized)	1410733
Bard International	1261798
North American Recreation	1277448
Alumagoal	1262511
Pillo Polo	1223595
U.S. Games Inc.	1246494
Toppleball	1223594
BSN	1198106
Cata-Pole	1127054
Earthball	1084113
Tidi-Court	1055596
Rol-Dri	1030600
Curvemaster (and Design)	972790
S.D.E. Co. (stylized)	1216564
Triton	1209873