

11-30-01



11-30-2001



101904035

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

JD

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 06/17/2002)  
Tab settings

REI  
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To the Honorable Commissioner of Patents and Trademarks, Please record this document as original documents or copy thereof.

1. Name of conveying party(ies):  
Riddell, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State ILLINOIS  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: General Electric Capital  
Internal Corporation, as Agent  
Address: \_\_\_\_\_  
Street Address: 800 Connecticut Avenue, 2 N  
City: Norwalk State: CT Zip: 06854

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 7/22/01 6/22/01 MFT

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76-002275

B. Trademark Registration No.(s)  
2307187

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Marianne Taras - Paralegal  
 Internal Address: Paul, Hastings, Janofsky & Walker LLP  
 Street Address: 1055 Washington Blvd.  
 City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 3.41).....\$ 1,315  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Marianne F. Taras  
Name of Person Signing

Marianne F. Taras  
Signature

Date: 7/3/01

Total number of pages including cover sheet, attachments, and document: 45

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

07/12/2001 LABELLER 00000140 76002275

01 FC:481  
02 FC:482

40.00 OP  
1275.00 OP

TRADEMARK  
REEL: 002391 FRAME: 0442

0000076 76002275  
25.00 OP  
/30/2001 DBYRNE  
FC:482



**Additional Conveying Parties**

**Corporation - State**

- 
- |    |                                |                        |
|----|--------------------------------|------------------------|
| 2. | Proacq Corporation             | Corporation – Delaware |
| 3. | Equilink Licensing Corporation | Corporation – Delaware |
| 4. | Ridmark Corporation            | Corporation – Delaware |
| 5. | Macmark Corporation            | Corporation - Delaware |



RIDDELL, INC.

<b>TRADEMARK</b>	<b>TRADEMARK SERIAL NUMBER</b>	<b>TRADEMARK REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
GAME GREATS		2307187	1/11/2000
CALLMAKER	76-002275		4/11/2000
PROBOT	76-023784		4/11/2000
PAC-44		1181325	12/8/81
PAC-3		1181326	12/8/81
WD1		1265134	1/24/84
M155		1265135	1/24/84
AF2		1265136	1/24/84
AERO-CELLS		746187	3/5/63 RENEWED 3/5/93
ACCESSORIES IN MOTION	76-116741		8/28/00
ROOM WORKS	76-117860		8/29/00
DASHER	76-117871		8/29/00
ANTENNA GEAR	76-117872		8/29/00
HELMET OF PLAYERS	76-117873		8/29/00
TAILGATE PACK	76-117898		8/29/00



PROACQ CORP.

**TRADEMARK**

**TRADEMARK SERIAL  
NUMBER**

**TRADEMARK  
REGISTRATION  
NUMBER**

**REGISTRATION  
DATE**

THUNDER

1403296

7/29/86

MR. TOUGH

1405117

8/12/86

MAXPRO

1913162

8/22/95

MAXPRO

1360848

9/17/85



EQUILINK LICENSING CORPORATION

	<b>TRADEMARK SERIAL NUMBER</b>	<b>TRADEMARK REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
SeamCo		0646056	5/28/57
Super K		0681437	7/7/59



RIDMARK CORPORATION

TRADEMARK	TRADEMARK APPLICATION NUMBER	TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
POWER		1537482	5/2/89
ULTRA POWER		1737695	12/1/92
Z-BAR		1746487	1/12/93
POWER and Design		1711910	9/1/92
POWER and Design		2039625	2/25/97
AIR PAC		1710192	8/25/92
POWER PAC		1809340	12/7/93
POWER		1922193	9/26/95
R and Design		2048556	4/1/97
R and Design		1989415	7/30/96
SURE-FIT		1913111	8/22/95
LIL'RIDDELL		1958548	2/27/96
PROEDGE stylized		2111451	11/4/97
KRA-LITE		622611	3/6/56 RENEWED 3/6/96
KRA-LITE stylized		662126	5/27/58 RENEWED 5/27/98
RIDDELL	75-591493		11/18/98
BIOLITE		1497865	7/26/88
VSR		1498792	8/2/88
WARRIOR		1868448	12/20/94
RIDDELL and Design		1896715	5/30/95
RIDDELL (stylized)		867019	3/25/69; RENEWED 3/25/89

MACMARK



TRADEMARK	TRADEMARK SERIAL NUMBER	TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
M		2441224	4/3/2001
M		1362184	9/24/85
MACGREGOR		576102	6/16/53
MACGREGOR		1349370	7/16/85
MACGREGOR		1353044	8/6/85
MACGREGOR		1705112	8/4/92
MACGREGOR		1331021	4/16/85
MACGREGOR		1324742	3/12/85
THE ATHLETE'S CHOICE		1355604	8/20/85
M THE ATHLETE'S CHOICE and Design		1337917	5/28/85



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of June 22, 2001, is made by EACH OF THE GRANTORS SIGNATORY HERETO AND EACH ADDITIONAL PARTY THAT BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Riddell Sports Group, Inc., a Delaware corporation ("Riddell Group"), after giving effect to the Riddell Assumption Agreement (as defined in the Credit Agreement referred to below), Riddell, Inc., an Illinois corporation, and All American Sports Corporation, a Delaware corporation (each a "Borrower" and collectively the "Borrowers"), the other Credit Parties signatory thereto (including certain Grantors), Agent, Comerica Bank, as Co-Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations on behalf of, Borrowers; and

WHEREAS, in order to induce Agent and Lenders to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver this Agreement to Agent;

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, Grantors hereby agree as follows:

#### 1. DEFINED TERMS.

(a) Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein (including in the recitals hereto) have the meanings given to them in Annex A to the Credit Agreement.

(b) "Secured Obligations" means, collectively, (i) in the case of Borrowers, all of their Obligations under the Credit Agreement, and (ii) in the case of the other Grantors (including Riddell Group after it is no longer a Borrower pursuant to the terms of the Riddell Assumption Agreement), all of their Guaranteed Obligations under and defined in the Guaranty.



2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the complete and timely payment of all the Secured Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of Agent and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (iv) all reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (vi) except as set forth in Schedule IV hereto, all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) The foregoing grant of a security interest shall not include any Licenses if and to the extent that (i) the terms of any such License prohibit assignment or encumbrance thereof, unless there is a consent or waiver to such assignment and encumbrance, and (ii) provided that the foregoing exclusion shall not apply with respect to any such rights or interests once any such applicable provision is no longer in effect.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court), other than determinations or developments made during the application process, but including any applications refused on the merits either to allow a patent application or to register a Trademark or Copyright application regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Once every three months (beginning with the three month anniversary of the date of this Agreement), Grantor shall deliver to Agent a notice of all applications for the registration of any Patent, Trademark or Copyright filed, either directly or through any agent, employee, licensee or designee, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within the three-month period since the date of the previous notice (or, in the case of the first such notice, since the date of this Agreement.) Upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all reasonable actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use,

affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party in a manner actionable under applicable law, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all appropriate actions, including, if warranted, bringing suit to stop such infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent 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 Intellectual Property 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.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

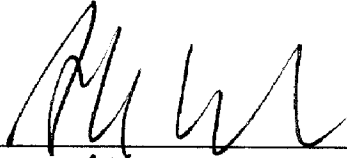
8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be Riddell Group, the Borrowers and those Affiliates of Riddell Group as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional direct and indirect Subsidiaries of Riddell Group may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Subsidiary of Riddell Group to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date. Upon termination of this Agreement, at the Grantors' sole cost and expense Agent shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

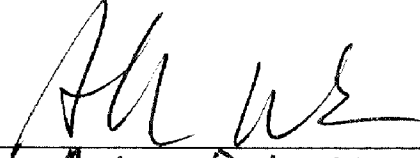
[SIGNATURE PAGE FOLLOWS]

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

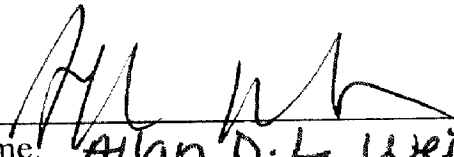
**RIDDELL SPORTS GROUP, INC.**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President

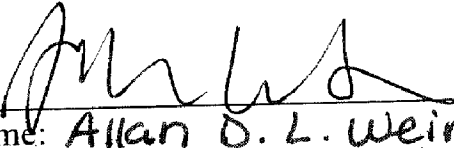
**RIDDELL, INC.**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President

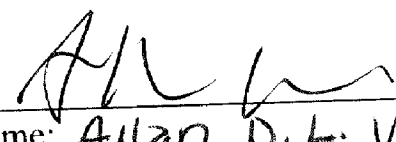
**ALL AMERICAN SPORTS CORPORATION**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President

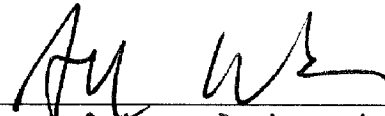
**MACMARK CORPORATION**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President


**RIDMARK CORPORATION**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President

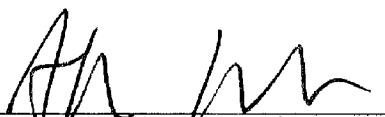
**PROACQ CORP.**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President

**EQUILINK LICENSING CORPORATION**

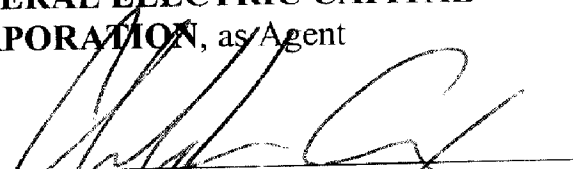
By:   
Name: Allan D.L. Weinstein  
Title: Vice President

**RHC LICENSING CORPORATION**

By:   
Name: Allan D.L. Weinstein  
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By:   
Name: Chris Cox  
Its: Duly Authorized Signatory

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RIDDELL SPORTS GROUP, INC.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_  
RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841982  
Qualified in Kings County  
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RIDDELL, INC.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841932  
Qualified in Kings County  
Commission Expires June 30, 2001



NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ALL AMERICAN SPORTS CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841962  
Qualified in Kings County  
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **MACMARK CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the Board of Directors of the corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_

**RONALD CARLTON**  
Notary Public, State of New York  
No. 01CA4841932  
Qualified in Kings County  
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
 )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RIDMARK CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841932  
Qualified in Kings County  
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
 )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **PROACQ CORP.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_  
RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841932  
Qualified in Kings County  
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **EQUILINK LICENSING CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_  
RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841932  
Qualified in Kings County  
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York )  
 )  
COUNTY OF New York )

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RHC LICENSING CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton  
Notary Public

{seal}

My Commission Expires:

\_\_\_\_\_

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841932  
Qualified in Kings County  
Commission Expires June 30, 2001

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
<i>United States Patents</i>			
Riddell, Inc.	6,081,932	70531.000012	7/4/2000
	4,872,216	70531.000003	10/10/1989
	4,926,503	70531.000004	5/22/1990
	5,029,341	70531.000005	7/9/1991
	4,985,931	70531.000006	1/22/1991
	5,035,009	70531.000007	7/30/1991
	4,831,668	70531.000008	5/23/1989
	5,175,889	70531.000010	1/5/1993
	5,794,274	70531.000011	8/18/1998
	6,240,571	70531.000014	5/___/2001
	358.686 (design patent)		5/23/1995

*Canadian Patents*

Riddell, Inc.	1,322,819	70531.000003CA	10/12/1993
	2,023,673	70531.000005CA	11/21/1995
	2,027,405	70531.000006CA	2/8/1994
	1,319,789	70531.000008CA	7/6/1993

*Other International Patents*

Riddell, Inc.	625,953 (Australia)	70531.000006AUS	11/10/1992
	2,059,495 (Japan)	70531.000006JP	6/10/1996

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.



# RIDMARK CORPORATION TRADEMARKS

Country	Status	Name	Serial Number	Registration Number	Expiration Date
Argentina	Registered	RIDDELL & DESIGN (Class 28)	1928479	1553280	2005/02/28
Austria	Registered	RIDDELL & DESIGN (Class 9, 25 & 28)	AM 2862193	149201	2003/09/30
Austria	Registered	RIDDELL (Classes 9, 25 and 28)		149202	2003/09/30
Benelux	Registered	RIDDELL & DESIGN (Class 25 and 28)	805844	540773	2003/11/03
Benelux	Registered	RIDDELL (Class 25 and 28)	803974	539627	2003/09/29
Benelux	Registered	RIDDELL (Class 28)	853445	579834	2005/08/08
Brazil	Registered	RIDDELL & DESIGN (Class 20 & 28)	817459707	817459707	2007/09/30
Brazil	Published	RIDDELL & DESIGN (Class 25)	817459731		
Brazil	Published	RIDDELL (Class 25)	817459693		
Brazil	Registered	RIDDELL (Class 28)	817459723		
Canada	Registered	POWER	749,551	817459723	2008/05/05
Canada	Registered	POWER	708,616	TMA441,610	2010/03/31
Canada	Registered	POWER & Design	785,749	TMA430169	2009/07/08
Canada	Registered	PROEDGE	779,552	TMA472,205	2012/03/06
Canada	Registered	RIDDELL & DESIGN (Class 28)	739,466	TMA495,736	2013/06/09
Canada	Registered	RIDDELL (Class 9 and 25)	664145	TMA460348	2012/08/13
Chile	Registered	RIDDELL (Class 29)	281353	TMA496325	2013/06/17
China	Registered	RIDDELL & DESIGN (Class 17)	93115143		
China	Registered	RIDDELL & DESIGN (Class 18)	93115145	785278	2005/10/21
China	Registered	RIDDELL & DESIGN (Class 28)	93115146	1063392	2007/07/27
China	Registered	RIDDELL & DESIGN (Class 9)	93115144	760118	2005/08/07
China	Registered	RIDDELL (Stylized) Class 18)	93115149	786629	2005/10/28
China	Registered	RIDDELL (Class 25)	93065719	1063391	2007/07/27
China	Registered	RIDDELL (Class 28)	93065707	729099	2005/02/07
China	Registered	RIDDELL (Class 9)	93115148	760117	2005/08/07
China	Registered	RIDDELL (Stylized) (Class 17)	93115147	786628	2005/10/28
CTM	Registered	RIDDELL (Classes 9, 25 & 28)	178376	785277	2005/10/21
Denmark	Registered	RIDDELL (Class 9)	2922/1991	178376	2006/04/01
Finland	Pending	RIDDELL & DESIGN (Class 25 and 28)	2879/93	3208/1993	2003/04/30
Finland	Pending	RIDDELL (Class 25 and 28)	2878/93		
Finland	Registered	RIDDELL (Class 25)			
France	Registered	RIDDELL & DESIGN (Classes 18, 25 and 28)	93/486,302	121762	2002/09/07
France	Registered	RIDDELL (Class 20)	95/587069	93/486,302	2003/10/04
France	Pending	RIDDELL (Stylized) (Class 18, 256 and 28)	93/486,303	95587069	2005/09/06
Germany	Registered	PROEDGE	39536197.4	39536197.4	

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# RIDMARK CORPORATION TRADEMARKS

Country	Status	Name	Serial Number	Registration Number	Expiration Date
Germany	Registered	RIDDELL & DESIGN (Class 25 and 28)	R54060/25WVZ	2,061,876	2003/06/16
Germany	Registered	RIDDELL (Class 20)	39533072.6	39533072	2005/08/31
Germany	Registered	RIDDELL (Stylized) (Class 25 and 28)	R53925/25WVZ	2061873	2003/05/10
Great Britain	Registered	RIDDELL & DESIGN (Class 28)		1635323	2010/05/10
Great Britain	Registered	RIDDELL (Class 20)		2030641	2005/08/16
Great Britain	Registered	RIDDELL (Class 25)		B1550039	2010/10/08
Great Britain	Registered	RIDDELL (Stylized) (Class 28)		1,535,329	2010/05/10
Greece	Registered	RIDDELL & DESIGN (Class 25 and 28)	115604	115604	2003/08/19
Greece	Registered	RIDDELL (Class 20)	125845	125845	2005/08/18
Greece	Registered	RIDDELL (Stylized) (Class 25 and 28)	115602	115602	2003/08/19
Hong Kong	Registered	RIDDELL & DESIGN (Class 25)	93/08273	B02014/1995	2014/06/21
Hong Kong	Registered	RIDDELL & DESIGN (Class 28)	93/08274	B02015/1995	2014/06/21
Hong Kong	Registered	RIDDELL (Class 25)	93/08271	B02012/1995	2014/06/21
Hong Kong	Registered	RIDDELL (Class 28)	93/08272	B02013/1995	2014/06/21
Italy	Registered	RIDDELL & DESIGN (Class 28)	RM93C/002202	676351	2003/07/07
Italy	Registered	RIDDELL (Class 28)	RM93C/002203	676352	2003/07/07
Japan	Registered	PROEDGE	78215/95	4129925	2008/03/27
Japan	Registered	RIDDELL & DESIGN (Class 25)	83793/93	3331549	2007/07/11
Japan	Registered	RIDDELL & DESIGN (Class 25)	83792/1993	3298922	2007/04/25
Japan	Registered	RIDDELL & DESIGN (Class 28)	70196/93	3295082	2007/04/25
Japan	Registered	RIDDELL (Class 17)	25249/91	2543640	2003/06/30
Japan	Registered	RIDDELL (Class 20)	91440/95	4103714	2008/01/16
Japan	Registered	RIDDELL (Class 21)	25250/91	2719062	2007/01/31
Japan	Registered	RIDDELL (Class 25)	61425/93	3182969	2006/07/31
Japan	Registered	RIDDELL (Class 25)	61426/93	3258352	2007/02/24
Japan	Registered	RIDDELL (Class 28)	61427/93	3261450	2007/02/24
Japan	Registered	RIDDELL (Stylized) (Class 22)	25251/1991	2713215	2006/04/30
Japan	Registered	RIDDELL (Stylized) (Class 28)	83791/1993	3273571	2007/04/04
Mexico	Registered	PROEDGE	244245	542105	2005/09/28
Mexico	Pending	PROEDGE	244,251		2015/09/28
Mexico	Registered	RIDDELL & DESIGN (Class 18)	171,320	461445	2003/06/25
Mexico	Pending	RIDDELL & DESIGN (Class 25)	171,317		
Mexico	Registered	RIDDELL & DESIGN (Class 28)	345,238	617,556	2008/08/27
Mexico	Pending	RIDDELL (Class 25)	120,886		
Nigeria	Pending	RIDDELL (Class 25)	35159/79	35159	

# RIDMARK CORPORATION TRADEMARKS

Country	Status	Name	Serial Number	Registration Number	Expiration Date
Norway	Registered	RIDDELL & DESIGN (Class 9, 25 & 28)	933182	166,913	2005/02/09
Norway	Registered	RIDDELL (Class 25)	912117	153311	2002/11/19
Norway	Registered	RIDDELL (Classes 9 & 28)	933181	166,912	2005/02/09
Panama	Registered	RIDDELL (Class 25)	65404	65404	2003/03/24
Panama	Registered	RIDDELL (Class 5)		55968	2004/03/08
Panama	Registered	RIDDELL (Smyzed) (Class 28)	068874	68874	2005/06/27
Philippines	Published	RIDDELL (Class 25)	85776		
Philippines	Registered	RIDDELL (Class 28)	85777	59873	2015/01/31
Portugal	Registered	RIDDELL & DESIGN (Class 25)	293165A	293165	2004/11/22
Portugal	Registered	RIDDELL & DESIGN (Class 28)	293166B	293166	2004/11/22
Portugal	Registered	RIDDELL (Class 20)	312001	312001	2006/08/16
Portugal	Registered	RIDDELL (Class 25)	293163Z	293163	2004/11/22
Portugal	Registered	RIDDELL (Class 28)	293164W	293164	2004/11/22
Singapore	Registered	RIDDELL & DESIGN (Class 25)	4962/93	B4962/93	2003/07/01
Singapore	Registered	RIDDELL & DESIGN (Class 28)	B4963/93	B4963/93	2003/07/01
Singapore	Registered	RIDDELL (Class 25)	B4960/93	B4960/93	2003/07/01
Singapore	Registered	RIDDELL (Class 28)	B4961/93	B4961/93	2003/07/01
South Korea	Registered	RIDDELL & DESIGN (Class 25)	15542/93	294573	2004/07/26
South Korea	Registered	RIDDELL & DESIGN (Class 25)	15544/93	298615	2004/09/26
South Korea	Registered	RIDDELL & DESIGN (Class 9, 25 & 28) (LC43)	15543/93	305579	2005/01/12
South Korea	Registered	RIDDELL (Class 25)	15539/93	294572	2004/07/26
South Korea	Registered	RIDDELL (Class 25) (LC 45)	15541/93	298614	2004/09/26
South Korea	Registered	RIDDELL (Classes 9, 25 and 28) (LC43)	15540/93	305578	2005/01/12
Spain	Pending	RIDDELL & DESIGN (Class 25)	1787411		
Spain	Registered	RIDDELL (Class 20)	1982737	1982737	2005/08/25
Sweden	Registered	RIDDELL & DESIGN (Class 25 and 28)	93-05769	263942	2005/02/03
Sweden	Registered	RIDDELL (Class 25 and 28)	93-05770	263943	2005/02/03
Switzerland	Registered	RIDDELL & DESIGN (Class 25 and 28)	8364/1993.7	412925	2003/08/21
Switzerland	Registered	RIDDELL (Class 25 and 28)	8363/1993.5	412681	2003/08/21
Taiwan	Registered	RIDDELL & DESIGN (Class 17) (LC71)	82053323	642709	2004/04/30
Taiwan	Registered	RIDDELL & DESIGN (Class 25)	82042676	642364	2004/04/30
Taiwan	Registered	RIDDELL & DESIGN (Class 25)	82042677	640225	2004/03/15
Taiwan	Registered	RIDDELL & DESIGN (Class 20) (LC78)	82053324	544839	2004/05/31
Taiwan	Registered	RIDDELL & DESIGN (Class 9)	82053322	643757	2004/05/15
Taiwan	Registered	RIDDELL & DESIGN (LC 82) (Class 22)	82053325	649454	2004/07/16

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# RIDMARK CORPORATION TRADEMARKS

Country	Status	Name	Serial Number	Registration Number	Expiration Date
Taiwan	Registered	RIDDELL (Class 9)	82053318	643737	2004/05/15
Taiwan	Registered	RIDDELL (Stylized) (Class 17) (LC 71)	82053319	642698	2004/04/30
Taiwan	Registered	RIDDELL (Stylized) (Class 25) (LC 40)	82042674	642318	2004/03/30
Taiwan	Registered	RIDDELL (Stylized) (Class 25) (LC 41)	82042675	636874	2004/03/15
Taiwan	Registered	RIDDELL (Stylized) (Class 28) (LC 78)	82053320	644828	2004/05/31
Taiwan	Registered	RIDDELL (Stylized) (LC 82 - Class 22)	82053321	649426	2004/07/16
Thailand	Registered	RIDDELL & DESIGN (Class 25)	254139	TM60298	
Thailand	Registered	RIDDELL & DESIGN (Class 25)	254140		
Thailand	Pending	RIDDELL & DESIGN (Class 28)	254141		
Thailand	Instruct	RIDDELL & DESIGN (Class 9)			
Thailand	Pending	RIDDELL (Class 28)			
United States	Registered	RIDDELL (Class 28)	254142		
United States	Registered	AIR PAC	74/200,076	1,710,192	2002/08/25
United States	Registered	BIOLITE	73/701,047	1,497,885	2008/07/26
United States	Renewed	KRA-LITE	72/037,293	562,126	2008/05/27
United States	Renewed	KRA-LITE (Stylized)	71/663,237	622,611	2006/03/06
United States	Registered	LIL'RIDDELL	74/586,891	1,958,548	2006/02/27
United States	Registered	POWER	74/475,566	1,922,193	2005/09/26
United States	Registered	POWER	73/686,094	1,537,482	1999/05/02
United States	Registered	POWER & Design	74/200,023	1,711,910	2002/09/01
United States	Registered	POWER & Design	74/560,301	2,039,625	2007/02/25
United States	Registered	POWER PAC	74/202,069	1,809,340	2003/12/07
United States	Registered	PROEDGE (STYLIZED)	75/976,253	2,111,451	2007/11/04
United States	Registered	RIDDELL & DESIGN (Class 25)	74/492,844	2,048,556	2007/04/01
United States	Registered	RIDDELL & DESIGN (Class 28)	74/492,845	1,989,415	2006/07/30
United States	Registered	RIDDELL & DESIGN (Classes 18, 25 and 28)	74/801,532	1,896,715	2005/05/30
United States	Pending	RIDDELL (Class 28)	75/591,493		
United States	Registered	RIDDELL (Stylized)	73/142,490	1,112,549	2009/02/06
United States	Registered	RIDDELL (Stylized) (Classes 1,2,5,25,26)	72/286,593	867,019	2009/03/25
United States	Registered	SUREFIT	74/534,447	1,913,111	2005/08/22
United States	Registered	ULTRA POWER	74/069,078	1,737,695	2002/12/01
United States	Registered	VSR	73/701,050	1,498,782	2008/08/02
United States	Registered	WARRIOR	74/200,077	1,868,448	2004/12/20
United States	Registered	Z-BAR	74/181,430	1,746,487	2003/01/12
Uruguay	Pending	RIDDELL (Class 16 and 28)	275,405		

RIDDELL INC. TRADEMARKS

Country	Status	Name	Serial Number	Registration Number	Expiration Date	Miscellaneous
Australia	Registered	RIDDELL (Class 26)		549,538	2003/01/30	
Australia	Registered	RIDDELL & DESIGN (Class 25)		644,180	2004/10/27	
Australia	Registered	RIDDELL & DESIGN (Classes 9 & 28)		644,181	2004/10/27	
United States	Pending	ACCESSORIES IN MOTION	76/116,741			Corp. location change pending
United States	Registered	AERO-CELLS	72/137,661	746,187	2003/03/05	
United States	Pending	ANTENNA GEAR	76/117,872			Corp. location change pending
United States	Published	CALLMAKER	76/022,750			
United States	Pending	DASHER	76/117,871			
United States	Registered	GAME GREATS	75/519,735	2,307,187	2010/01/11	Corp. location change pending
United States	Pending	HELMET OF PLAYERS	76/117,873			
United States	Registered	M155	73/404,827	1,265,135	2004/01/24	Corp. location change pending
United States	Published	PROBOT	76/023,784			
United States	Pending	ROOM WORKS	76/117,660			Corp. location change pending
United States	Pending	TAILGATE PACK	76/117,698			Corp. location change pending

# MACMARK CORPORATION TRADEMARKS

Country	Status	Matter Name	Serial Number	Registration Number	Expiration Date
Argentina	Registered	M LOGO	1495270	1495270	2003/12/30
Benelux	Registered	MACGREGOR	803,761	541,735	2003/09/24
Brazil	Pending	MACGREGOR	817,580,357		
France	Registered	MACGREGOR	496,806	496,806	2003/12/14
Germany	Registered	MACGREGOR	75,965	2,098,163	2003/09/24
Italy	Registered	MACGREGOR	4205	663,621	2003/12/28
Japan	Registered	M THE ATHLETE'S CHOICE		1,655,650	2003/02/23
Japan	Registered	M THE ATHLETE'S CHOICE		1,637,661	2003/11/25
Japan	Registered	M THE ATHLETE'S CHOICE		1,666,127	2004/03/22
Mexico	Pending	MACGREGOR	185,714		
Spain	Registered	MACGREGOR	1782074	1,782,074	2003/09/28
Taiwan	Registered	M SCRIPT DESIGN		320,284	2006/04/01
Taiwan	Registered	M THE ATHLETE'S CHOICE		288,359	2005/09/01
United States	Allowed	M DESIGN (with check)	75/327,055		
United States	Registered	M SCRIPT DESIGN	73/530,219	1,362,184	2005/09/24
United States	Registered	MACGREGOR	71/634,845	576,102	2003/07/05
United States	Registered	MACGREGOR	73/443,225	1,349,370	2005/07/16
United States	Registered	MACGREGOR	73/518,100	1,353,044	2005/08/06
United States	Registered	MACGREGOR	74/165,843	1,705,112	2002/08/04
United States	Registered	MACGREGOR	73/422,219	1,331,021	2005/04/16
United States	Registered	MACGREGOR	73/421,249	1,324,742	2002/09/15
United States	Registered	THE ATHLETE'S CHOICE	73/486,357	1,355,604	2005/08/20
United States	Registered	THE ATHLETE'S CHOICE & Design	73/486,355	1,337,917	2005/05/28
Venezuela	Registered	M (SCRIPT DESIGN)		10136-85	2005/08/28
Venezuela	Registered	M (SCRIPT DES(GN)		4589	2006/04/16

MISCELLANEOUS OWNER TRADEMARKS

Owner	Country	Status	Name	Serial Number	Registration Number	Expiration Date	Assignments
Alamo Athletic	Benelux	Registered	MAXPRO AND DESIGN (Class 9, 25 and 28)	695,215	432,566	2007/03/20	Assignment Pending to Riddell, Inc.
ENAT Associates, Inc.	Canada	Registered	GLADIATOR	10435455	TMA310,349	2011/07/10	Assignment Pending to Riddell, Inc.
MacGregor Spig. Goods	Canada	Registered	M SCRIPT DESIGN		329,353	2002/05/26	Assignment Pending to MacMark
MacGregor Spig. Goods	Canada	Registered	M SCRIPT DESIGN		324,022	2002/02/27	Assignment Pending to MacMark
Dart Indus.	Canada	Registered	SEAMCO	35,085,000	199,036	2004/03/06	Assignment Pending to Equilink
Alamo Athletic	France	Registered	MAXPRO (Class 9, 25 and 28)	835,216	1,391,152	2007/01/25	Assignment Pending to Riddell, Inc.
MacGregor Spig. Goods	Germany	Registered	SEAMCO	27441	921544	1993/01/08	Assignment Pending to Equilink
MacGregor Spig. Goods	Germany	Registered	SUPER K & Design	31080	966,628	2007/03/05	Assignment Pending to Equilink
Alamo Athletic	Great Britain	Registered	MAXPRO (STYLIZED) (Class 25)		1,298,592	2007/09/22	Assignment Pending to Riddell, Inc.
Alamo Athletic	Great Britain	Registered	MAXPRO (STYLIZED) (Class 28)		1,298,593	2007/09/22	Assignment Pending to Riddell, Inc.
Alamo Athletic	Great Britain	Registered	MAXPRO (STYLIZED) (Class 9)		1,298,591	2007/09/22	Assignment Pending to Riddell, Inc.
Alamo Athletic	Italy	Registered	MAXPRO (Class 25 and 28)	6733258	506,966	2007/02/23	Assignment Pending to Riddell, Inc.
Dart Indus.	Spain	Registered	SUPER K & Design	482158	482,158	2007/01/09	Assignment Pending to Equilink
Alamo Athletic	Switzerland	Registered	MAXPRO AND DESIGN (Class 25 and 28)	353493	353493	2007/01/22	Assignment Pending to Riddell, Inc.
Dart Indus.	Switzerland	Registered	SUPER K	348,216	348,216	2005/08/30	Assignment Pending to Equilink
R. Holdings Corp.	United States	Registered	AF2	731404,828	1,265,136	2004/01/24	Assignment Pending to Riddell, Inc.
R. Holdings Corp.	United States	Registered	M155	731404,827	1,265,135	2004/01/24	Assignment Pending to Riddell, Inc.
Proxxo Corp.	United States	Registered	MAXPRO	73528489	1,360,840	2005/09/17	Assignment Pending to Riddell, Inc.
Proxxo Corp.	United States	Registered	MAXPRO	741565,474	1,913,162	2005/08/22	Assignment Pending to Riddell, Inc.
Proxxo Corp.	United States	Registered	MR. TOUGH	731577,333	1,405,117	2006/08/12	Assignment Pending to Riddell, Inc.
R. Holdings Corp.	United States	Registered	PAC-3	73286,614	1,181,325	2007/12/08	Assignment Pending to Riddell, Inc.
R. Holdings Corp.	United States	Registered	PAC-44	73286,613	1,181,325	2007/12/08	Assignment Pending to Riddell, Inc.
Premier Athletics	United States	Registered	THE ATHLETES CHOICE	73132,544	1,115,352	1999/03/20	Assignment Pending to MacMark
Proxxo Corp.	United States	Registered	THUNDER	731577,236	1,403,296	2006/01/13	Assignment Pending to Riddell, Inc.
R. Holdings Corp.	United States	Registered	WD1	731404,826	1,265,134	2004/01/24	Assignment Pending to Riddell, Inc.

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# EQUILINK LICENSING CORPORATION TRADEMARKS

Country	Status	Name	Serial Number	Registration Number	Expiration Date
Brazil	Registered	SEAMCO		81118711	2004/05/22
Costa Rica	Registered	SEAMCO	71352	71352	2003/01/16
Denmark	Registered	SEAMCO	17-1973	3114-1975	2005/08/15
Denmark	Registered	SUPER K	3018 1985	201 1966	2006/01/22
Ecuador	Registered	SEAMCO	58282	419-97	2007/03/12
Ecuador	Registered	SUPER K & Design	60019	678-97	2007/03/26
France	Registered	SEAMCO	663,664	1,242,380	2003/05/05
France	Registered	SUPER K	749,527	1,314,354	1995/06/26
Switzerland	Registered	SEAMCO	4675	417785	2003/08/02
Thailand	Registered	SEAMCO		48584	2002/12/27
United States	Registered	SEAMCO	72/015,233	646,056	2007/05/28
United States	Registered	SUPER K	72/059,136	681,437	2009/07/07
Uruguay	Registered	SEAMCO		200534	2004/11/05



**COMMON LAW TRADEMARKS****Riddell -Football**

VSR-4	XF-130
VSR2-4	On Your Team - for the Next Millennium
Little Pro	You Call the Play
Aero-cell	Riddell Footwear
Kra-Lite IV	Helmet Trade Trip
Stablizer II	Trade Class of All Packaging
Stablizer AG II	Maxpro
Leader - We Protect Your Eyes	All American
The Pads the Pros Choose	All American Design
Hittel	Keeping Football Affordable
Evolution	Shock Blocker II
X-force	The Right Mix
Power by Riddell	PRO
Evolutions Flat Series - PM34, PM78, PM86	USA-Y
Air Pac ad Design	2001-Y
AP18, 45, 57, 68, 68DL	Super SP-Y6
Warrior IV	SP-Y6
Warrior III	SP-66
Warrior (and design)	SP-27 Edition
X-forceland Design	SP-26 QB
TTP "Thunder" Pads	SP-26-Edition

**COMMON LAW TRADEMARKS**

**Riddell Baseball 2000**

Pro Down	ABS
Max-Flak	Lexan R
Maxpro 330-J	Z-Bar
Sarnnac	LBB
Pierce Corbi	BBZ
Shot Stopper	HBA
Maxpro NHP	HBZ
Maxpro NHP-HR	PRSZ
HP-83	PRL
HP-83-HR	BBT
SAC Shoulder Aux	On Your Team for the Next Millennium
Elastough	
Maxpro & Logo on "Team Drives"	

MACGREGOR CORPORATION  
 Trademark Status Chart - Marks to be Maintained  
 August 2000

MACGREGOR	Argentina	MacGregor Corporation	Reg. No. 1,637,499	Class 28: golf balls, golf bags, golf clubs and golf tees	Registered 7/10/97	Renew by 7/10/07
MACGREGOR	Australia	MacGregor Corporation	Reg. No. 637,776	Class 28: golf equipment in this class	Registered 8/15/94	Renew by 8/15/04
MACGREGOR	Austria	MacGregor Corporation	Reg. No. 67,374	Class 25: sports clothing Class 28: games, sporting goods including golf clubs and golf balls	Registered 6/26/70; Renewal advice sent and confirmed	Renew by 8/31/00
MACGREGOR	Benelux	MacGregor Corporation	Reg. No. 44,167	Class 25: uniforms used in the playing of sports; uniforms, shoes, gloves and socks which are of a type made expressly for and normally used only in the playing of a game or sport or in a field or track event Class 28: clubs, balls, bags and other fittings for golf not included in other classes	Registered 6/24/71; Renewed 6/24/00	Renew by 6/24/10
MACGREGOR	Benelux	MacGregor Corporation	Reg. No. 111,193	Class 28: clubs, balls, bags and other fittings for golf not included in other classes	Registered 6/24/71; Renewal advice sent 10/99	Renew by 6/24/10
MACGREGOR	Brazil	MacGregor Corporation	App. No. 721,790	Class 28: no description information provided	Filed 2/26/98; MacGregor clothing mark checked; pending	Check status 10/1/00
MACGREGOR	Canada	MacGregor Corporation	Reg. No. 6918124	Golf clubs, bags, markers, tees, slings, travel covers and golf bag slings	Registered 6/16/43; renewed 6/16/88	Renew by 6/15/03

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained  
August 2000

MACGREGOR	Denmark	MacGregor Corporation	Reg. No. 3106/1971	Class 28: equipment and accessories for all kinds of sports	Registered 11/19/71	Renew by 11/19/01
MACGREGOR	European Community	MacGregor Corporation	App. No 601,880	Class 25: articles of clothing, sports clothing, uniforms Class 28: toys, games and playthings, sporting and gymnastic articles, golf apparatus and equipment	Filed 7/30/97	Check status 10/1/00
MACGREGOR	France	MacGregor Corporation	Reg. No. 1,480,604	Class 28: games, toys, and playthings; gymnastic and sporting articles (except clothing), namely golfing accessories, golf clubs, golf balls, games for golf training, skis, luges, sledges, roller skates; fishing articles including fishing rods, reels and lines, bait parts and accessories; billiard-tables and cues; polo micks	Registered 6/2/68; Renewed 6/10/98	Renew by 7/7/98
MACGREGOR	Germany	MacGregor Corporation	Reg. No. 886,972	Class 28: games, toys, gymnastic and sports apparatus, including golf clubs, golf balls, golf bags and golf tees	Registered 11/2/71; Renewed 7/2/99	Renew by 12/17/09
MACGREGOR	Hong Kong	MacGregor Corporation	Reg. No. B1472/1970	Class 28: golf clubs, golf balls, golf bags, tennis rackets, tennis balls, badminton rackets, nets, bludis and golf club covers	Registered 9/3/76	Renew by 9/3/04
MACGREGOR	Hong Kong	MacGregor Corporation	Reg. No. 921/1979	Class 28: golf clubs, golf balls, golf bags, golf accessories	Registered 7/2/77	Renew by 7/2/12

TRADEMARK

REEL: 002391 FRAME: 0477

MACGREGOR CORPORATION  
 Trademark Status Chart - Marks to be Maintained  
 August 2000

MACGREGOR	Ireland	MacGregor Corporation	App. No. 97/3630	Class: 25 articles of clothing, sports clothing, uniforms Class: 28 toys, games and playthings; sporting and gymnastic articles; golf apparatus and equipment	Filed 10/1/97; Approved for publication 3/22/00	Check status 10/1/00
MACGREGOR	New Zealand	MacGregor Corporation	Reg. No. 212,466	Class 25: golf shoes	Registered 8/27/91; Renewed 8/27/98	Renew by 8/27/12

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained  
August 2000

MACGREGOR	Norway	MacGregor Corporation	Reg. No. 85,546	Class 28: Paraphernalia for all kinds of athletic contests, namely, basketballs, soccerballs, volleyball, footballs, medicine balls, speed balls, leather balls, softball, baseballs, baseball bat, golf clubs, tennis rackets, boxing gloves, protective padding for athletic contests such as football, soccer, baseball and other ball games, namely, leg guards, masks, body protection, knee pads, elbow pads, shin guards, face guards; protective padding for boxers, namely, ear and face protectors and leg guards; bags for baseball and softball bats	Registered 7/20/72	Renewal 7/20/02
MACGREGOR	Puerto Rico	MacGregor Corporation	Reg. No. 19,467	Games, toys and sporting goods	Registered 5/5/75	Renew by 5/5/05
MACGREGOR	South Africa	MacGregor Corporation	Reg. No. 869/4897	Class 28: sporting articles and equipment of all kinds; games and playthings, excluding dolls; clothing	Registered 10/16/69	Renew by 10/16/09
MACGREGOR	South Korea	MacGregor Corporation	Reg. No. 106,204	Korean Class 43: golf clubs, golf balls, and golf bags	Registered 10/22/94	Renew by 10/22/04
MACGREGOR	Spain	MacGregor Corporation	Reg. No. 1,119,069	Class 28: games and playthings; gymnastics and sporting articles not included in other classes	Registered 11/4/88	4 <sup>th</sup> Q Tax 11/4/03 Tax due 10/2/05 Renew by 11/04/08

TRADEMARK

REEL: 002391 FRAME: 0479

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained  
August 2000

MACGREGOR	Sweden	MacGregor Corporation	Reg. No. 164,198	Class 28: golf articles and accessories such as balls and bags; tennis balls and rackets; baseball gloves; batting gloves for other ball games; balls for baseball and for other ball games	Registered 7/28/70	Renew by 9/21/08
MACGREGOR	Switzerland	MacGregor Corporation	Renewal Reg. No. 379,794 Previous Reg. No. 348,076	Classes 25, 28: games and playthings, sports equipment and sports clothing, uniforms, shoes, gloves and socks used for sports and gymnastics	Registered 1/28/70; Renewed 1/28/90; 1/28/00	Renew by 1/29/10
MACGREGOR	Taiwan	MacGregor Corporation	Reg. No. 215,076	Taiwan Class 43: baseball caps, safety caps and helmets	Registered 7/1/83	Renew by 6/30/03
MACGREGOR	Taiwan	MacGregor Corporation	Reg. No. 225,581	Taiwan Class 48: footwear made for use in sports, namely shoes with spikes or cleats, sneakers or running shoes	Registered 11/1/83	Renew by 10/31/03
MACGREGOR	Taiwan	MacGregor Corporation	Reg. No. 240,599	Taiwan Class 51: umbrellas	Registered 4/1/84	Check status of renewal with counsel
MACGREGOR	Taiwan	MacGregor Corporation	Reg. No. 200,068	Taiwan Class 86: all kinds of sporting and amusement articles, toys for children, baseball, bat, mitts, soft baseball, basketball, football, volleyball and all other products	Registered 12/16/82	Renew by 12/15/02
MACGREGOR	Taiwan	MacGregor Corporation	Reg. No. 118,018	Taiwan Class 86: sporting games and amusement articles such as golf balls, clubs, baseball gloves, basketballs, toys for children	Registered 8/1/79; Renewed 7/17/99	Renew by 8/1/09
MACGREGOR	United Kingdom	MacGregor Corporation	Reg. No. 1,063,034	Class 28: golf bags and head covers, all for golf clubs	Registered 5/17/76	Renew by 5/17/07

TRADEMARK

REEL: 002391 FRAME: 0480

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained  
August 2000

























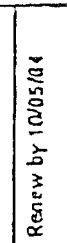
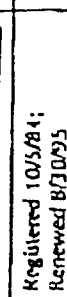
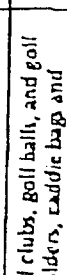
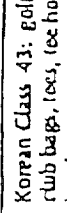
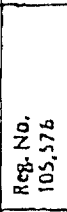
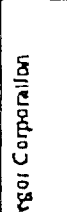

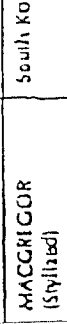












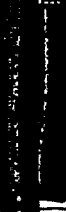











MACGREGOR	United Kingdom	MacGregor Corporation	Reg. No. 957,501	Class 28: golf clubs and golf balls	Registered 12/15/69	Renew by 12/15/04
MACGREGOR	Venezuela	MacGregor Corporation	Reg. No. 39,716	Class 22: sporting articles, equipment and articles for football, basketball, boxing, golf and all other sports	Registered 4/7/61	Renew by 4/7/06
MACGREGOR	Venezuela	MacGregor Corporation	Reg. No. 122,541-4	Class 22: sporting articles and accessories excluding golf articles and accessories	Registered 5/14/66	Renew by 5/14/01
MACGREGOR (aka Kanai)	Japan	MacGregor Corporation	Reg. No. 666,788	Class 24: balls for baseball, basketball, soccer, volleyball, softball games, golf clubs, balls and bags, tennis balls, rackets, and nets, boxing gloves, leggings and other athletic guards, baseball bats, mitts and gloves, other sporting goods	Registered 2/2/65	Renew by 2/10/03
MACGREGOR <i>MacGregor</i>	Brazil	MacGregor Corporation	Reg. No. 814,659,543	Class 28: articles for gymnastics, sports, hunting and fishing, except clothes and clothing accessories	Registered 1/23/93	Renew by 1/23/03
MACGREGOR <i>MacGregor</i>	China	MacGregor Corporation	Reg. No. 998,053	Class 28: golf equipment	Registered 5/6/97	Renew by due 5/6/07
MACGREGOR <i>MacGregor</i>	Denmark	MacGregor Corporation	Reg. No. 4111/1977	Class 28: golf balls, tennis balls, golf bags and golf tees	Registered 12/2/77	Renew by 12/2/07
MACGREGOR <i>MacGregor</i>	Iceland	MacGregor Corporation	Reg. No. 203,727	Class 28: golf equipment	Registered 12/31/96	Renew by 12/31/06




MACGREGOR CORPORATION  
 Trademark Status Chart - Marks to be Maintained  
 August 2000

Trademark	Country	Owner	Reg. No.	Class	Registered	Renewal
MACGREGOR (stylized) <i>MacGregor</i>	Japan	MacGregor Corporation	416,079	Class 24: balls for basketball, soccer, volleyball, football, softball games, golf clubs, balls and bags, tennis balls, rackets, and nets, boxing gloves, leggings and other athletic guards, baseball mitts and gloves, other sporting and recreational goods.	Registered 10/13/52	Renew by 10/13/02
MACGREGOR (stylized) <i>MacGregor</i>	Japan	MacGregor Corporation	7,005,673	Class 24: special shoes for sports	Registered 12/16/67	Renew by 12/16/07
MACGREGOR (stylized) <i>MacGregor</i>	Japan	MacGregor Corporation	4,354,788	Class 25: golf shoes and other special sporting, gymnastic footwear	Registered 1/21/00	Renew by 1/21/10
MACGREGOR (stylized) <i>MacGregor</i>	New Zealand	MacGregor Corporation	0239,839	Class 28: sporting equipment, golf equipment including, but not limited to, golf clubs, gloves, bags, markers, tees, balls, practice devices and ball retrievers	Registered 8/10/94; MacGregor and Augusta Golf Co. have agreement re: use of mark - Augusta is registered as sole user of mark	Renew by 8/10/01
MACGREGOR (stylized) <i>MacGregor</i>	Norway	MacGregor Corporation	170,038	Class 25: golf clothing and sports clothing Class 28: golf clubs, golf bags, golf shoes, golf trolleys, and components thereof, general golf equipment	Registered 11/16/95	Renew by 11/16/05
MACGREGOR (stylized) <i>MacGregor</i>	Philippines	MacGregor Corporation	44,065	Class 28: golf clubs, golf balls, golf bags	Registered 4/19/89. Affidavit filed 4/11/00	Renew by 4/19/09

MACGREGOR CORPORATION  
 Trademark Status Chart - Marks to be Maintained  
 August 2000

MACGREGOR  
 (stylized)  


MacGregor Corporation

Reg. No.  
 105,576

Korean Class 43: golf clubs, golf balls, and golf club bags, tees, tee holders, caddy bags and head covers

Registered 10/5/84;  
 Renewed 8/30/95

Renew by 10/05/04

### III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Riddell Inc.	Amended and Restated Promotional Rights and Licenses Agreement	6/___/2001	National Football League Properties, Inc. ("NFLP") and the National Football League
	License Agreement (No. 705)	4/1/2000	NFLP
	License Agreement (No. 3155)	4/1/2000	NFLP
	License Agreement (No. 31391)	7/1/2000	NFLP
	License Agreement (No. 31170)	7/1/1999	NFLP
	License Agreement (No. 30368)	4/1/1999	NFLP
	Major League Baseball Property Inc. License Agreement	1/1/2001	Major League Baseball Properties, Inc.
	License Agreement	10/1/1998	National Association for Stock Car Auto Racing, Inc.
	Limited License Agreement	1/31/2000	Redline Sports Marketing, Inc. (Tony Stewart)
	Limited License Agreement	1/31/2001	Redline Sports Marketing, Inc. (Bobby Labonte)
	Downtown Athletic Club License Agreement	8/19/1999	The Collegiate Licensing Company ("CLC")
	The Collegiate Licensing Company License Agreement to use Licensed Indicia of Member Universities	3/31/1995	CLC
	The Licensing Resource Group Standard Licensing Agreement	10/3/1996	Licensing Resource Group, Inc.
	Standard "UCLA" License Agreement	1/1/2001	The Regents of the University of California
	Non-Exclusive Trademark License Agreement	3/22/1997	Advanced Research and Technology Institute, Inc.
	Non-exclusive Trademark License Agreement	8/1/2000	Iowa State University Research Foundation, Inc.
	University of Louisville License Agreement to Use Licensed Indicia of the University of Louisville	7/6/1998	University of Louisville
	Non-Exclusive License Agreement		Michigan State University
	Non-Exclusive License	7/30/1992	The Regents of the University of Minnesota
	Revocable Nonexclusive to use certain Indicia of Mississippi State University	9/3/1999	Mississippi State University
	The University of Notre Dame DU LAC License Agreement	1/1/1999	The University of Notre Dame DU LAC
	The Ohio State University License Agreement	4/7/1997	The Ohio State University
	Trademark License Agreement	7/1/2000	University of Southern California
	Virginia Polytechnic Institute and State University Non-Exclusive Trademark Licensing Agreement	1/29/2000	Virginia Polytechnic Institute and State University
	Non-Exclusive License to Use Licensed Indicia of the University of Washington	9/10/1992	University of Washington

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	The West Virginia University Trademark License Agreement	5/12/2000	West Virginia University
	License Agreement	10/1/1992	National Operating Committee on Standards for Athletic Equipment ("NOCSAE")
	License Agreement	6/1/2000	The OBB
	Agreement	1/12/1998	Biokinetics and Associates Ltd.
All American Sports Corporation d/b/a All American Reconditioning Corp.	License Agreement	10/1/1992	NOCSAE

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>
Riddell, Inc.	Power of the Pro's	TX2505968
Equilink Licensing Corporation	MacGregor Physical Fitness Mat	VA85882

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Riddell Inc.	J.D. Edwards Software License Agreement	12/22/1997	J. D. Edwards World Solutions Company
	Consulting and Licensing Agreement		S.O.E.D.A., Inc.
	Content License Agreement	9/1/2000	Dr. James Peterson d/b/a Coaches Choice
	Content License Agreement	7/10/2000	Dennis Goldman
	Content License Agreement	8/2/2000	Spectrum Sports Communications, Inc.