

5000
7/31-02

08-01-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 06/26/2002

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____
Address: _____

Street Address: 500 East Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn et al

Internal Address: Elizabeth Kostiuk

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

28

7. Total fee (37 CFR 3.41).....\$ 715.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuk, Paralegal
Name of Person Signing

Elizabeth Kostiuk
Signature

07/31/02
Date

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

08/01/2002
01 FC:481
02 FC:482

40.00 OP
675.00 OP

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

TRADEMARK
REEL: 002553 FRAME: 0453

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

SPORT COURT, INC.
Trademarks

MARK	REGISTRATION NO.	REGISTRATION DATE
DURAGRID	1,276,329	05/01/84
SPORT COURT	B324,655	12/04/78
SPORT COURT	241,820	03/28/80
DURA RUBBER	1,582,722	02/13/90
DECK TILE GRID CONFIGURATION	2,199,223	10/27/98
TILE INTERLOCK CONFIGURATION	2,196,931	10/20/98
ICE-O-GRID	2,188,213	09/08/98
SPORT COURT (Class 18, 25, 28)	1,155,586	05/26/81
SPORT COURT (Class 37)	1,100,976	08/29/78
SPORT COURT & DESIGN (Class 28, 27)	1,177,220	11/10/81
SPORT COURT LOGO (Classes 18, 25, 28, & 37)	1,155,587	05/26/81
A-TAK	2,300,404	12/14/99

MARK	REGISTRATION NO.	REGISTRATION DATE
SPORT COURT (Class 19)	2,479,328	08/21/01
COMPETTIVE PERFORMANCE I	2,297,720	12/07/99
HIGH PERFORMANCE II	2,416,771	01/02/01
LATERAL FORGIVENESS	2,374,528	08/08/00
MISC. DESIGN (Moving Balls)	2,279,169	09/21/99
SPORT COURT (Class 28)	1,727,818	10/27/92
TYLON	2,433,985	03/06/01
MOTORMAT	2,544,253	03/05/02
PORTAFLOOR (Class 19, 27)	2,002,892	09/24/96
SPORTSHIELD		
WACKETBALL	1,136,926	06/17/80
SLAM SYSTEM		
FLIGHTDECK	2,561,212	04/16/02
FLIGHT DECK	2,561,214	04/16/02
STICKTION		
BOUNCE		

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2002 by SPORT COURT, INC., a Delaware corporation ("Grantor"), in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

SPORT COURT, INC.

By: [Signature]
 Name: Robert A. Hale
 Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC., as agent

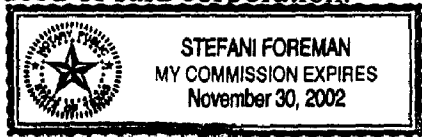
By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
)
 COUNTY OF Williamson

ss.

On this 26th day of June, 2002 before me personally appeared Robert A. Hale, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPORT COURT, 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.



[Signature]
 Notary Public

{seal}

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

SPORT COURT, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC., as agent

By: Luis Acosta
Name: Luis Acosta
Title: SVP

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of June, 2002 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPORT COURT, 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.

Notary Public

{seal}

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