

12-04-2002



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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌

102301760

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

1. Name of conveying party(ies):

NSG Corporation

11-29-02

- 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: 9/27/02

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill  
Internal Lynch Business Financial Services Inc.  
Address:

Street Address: 222 N. LaSalle Street, 17th Floor  
City: Chicago State: IL Zip: 60601

- 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 Schedule 1

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule 1

Additional number(s) attached  Yes  No

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

Name: Sharon S. Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and  
registrations involved: \_\_\_\_\_

19

7. Total fee (37 CFR 3.41).....\$ 490<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12/03/2002 DBYRNE 00000048 203A322

DO NOT USE THIS SPACE

9. Signature. 40.00 DP  
450.00 DP

Sharon S. Patterson  
Name of Person Signing

*Sharon S. Patterson*  
Signature

11/26/02  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK  
REEL: 2626 FRAME: 0920

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>
FLY-AWAY	2038322
THE ORIGINAL	2018501
CHEERLEADER SUPPLY COMPANY SINCE 1948	
NCA	2036638
CHEERLEADER & DANZTEAM	2056750
SPIRIT STICK	1995465
CHEEROBICS	1395849
CHEEROBICS	1341584
NATIONAL	1132169
CHEERLEADING ASSOCIATION	
CHEERLEADER	911544
NATIONAL SPIRIT GROUP	292082
STATE OF TEXAS	57909
CHEERLEADING AND DANCE CHAMPIONSHIPS	
NDA (WORDS ONLY)	2,520,827
NATIONAL DANCE	2,520,826
ALLIANCE (WORDS ONLY)	

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
CDT	76-380649
CDT	76-380648
NDA NATIONAL DANCE ALLIANCE	76-343598
NDA NATIONAL DANCE ALLIANCE	76-343881
NATIONAL CHEERLEADERS	76-342433

ASSOCIATION  
NATIONAL  
CHEERLEADERS  
ASSOCIATION

76-334201

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27<sup>th</sup> day of September, 2002 by NSG CORPORATION, a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.


2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;  
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NSG CORPORATION

By:   
Its: VP & CFO

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NSG CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: Bradley A. Alm  
Its: Director

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>
FLY-AWAY	2038322
THE ORIGINAL CHEERLEADER SUPPLY COMPANY SINCE 1948	2018501
NCA	2036638
CHEERLEADER & DANZTEAM	2056750
SPIRIT STICK	1995465
CHEEROBICS	1395849
CHEEROBICS	1341584
NATIONAL CHEERLEADING ASSOCIATION	1132169
CHEERLEADER	911544
NATIONAL SPIRIT GROUP	292082
STATE OF TEXAS CHEERLEADING AND DANCE CHAMPIONSHIPS	57909
NDA (WORDS ONLY)	2,520,827
NATIONAL DANCE ALLIANCE (WORDS ONLY)	2,520,826

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
CDT	76-380649
CDT	76-380648
NDA NATIONAL DANCE ALLIANCE	76-343598
NDA NATIONAL DANCE ALLIANCE	76-343881
NATIONAL CHEERLEADERS	76-342433

ASSOCIATION  
NATIONAL  
CHEERLEADERS  
ASSOCIATION

76-334201