

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
Sportcraft, Ltd.		10/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services Inc., acting through its division Merrill Lynch Capital, in its capacity as Agent for the Lenders party to the Credit Agreement
Street Address:	222 N. LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78069591	TREDEX
Serial Number:	78077039	EX
Serial Number:	78077996	JENSPORTS
Serial Number:	78120380	SPIN-X
Serial Number:	78132476	BANTAM
Serial Number:	78208806	ARMOR PLATED
Serial Number:	78208814	GLOWTECH
Serial Number:	78211201	EASYVIEW
Serial Number:	78294735	PHENOTECH
Registration Number:	633953	
Registration Number:	708372	SPORTCRAFT
Registration Number:	1258331	
Registration Number:	1270860	TURF-HIDE
Registration Number:	1271929	SPORTCRAFT

OP \$590.00 78069591

Registration Number:	1275369	PUB MASTER
Registration Number:	1280819	TAVERNER
Registration Number:	1386141	XBH
Registration Number:	1491986	
Registration Number:	1519954	TURBO RING
Registration Number:	1521969	SPORT-CESSORIES
Registration Number:	1678702	MAGIC MITTS
Registration Number:	1765990	MVP
Registration Number:	1926574	TOP CORNER

CORRESPONDENCE DATA

Fax Number: (312)863-7442

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3863

Email: mary.schmidt@goldbergkohn.com

Correspondent Name: Mary A. Schmidt

Address Line 1: 55 E. Monroe Street, Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.064
-------------------------	----------

NAME OF SUBMITTER:	Mary A. Schmidt
--------------------	-----------------

Total Attachments: 5
source=Schedule Anne Marie#page1.tif
source=Schedule Anne Marie#page2.tif
source=Schedule Anne Marie#page3.tif
source=Schedule Anne Marie#page4.tif
source=Schedule Anne Marie#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of October, 2003 by SPORTCRAFT, LTD., a Delaware corporation ("Grantor") in favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., acting through its division Merrill Lynch Capital, 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, the affiliates of Grantor named therein and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a lien on, security interest in, and right of set off against 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 Proceeds and products thereof, to secure the payment and performance of the Secured Obligations;

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 with Grantee, for its benefit and the benefit of the Lenders, 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 of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, a lien on, security interest in, and right of set off against any and all of Grantor's right, title and interest in the following property of Grantor whether now owned or existing or hereafter created, acquired or arising (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all goodwill attributable to any of the foregoing; and

(ii) all Proceeds and products of the forgoing and all insurance pertaining to the foregoing and the proceeds thereof and , 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 attributable to any Trademark.

[signature page to follow]

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

SPORTCRAFT, LTD

By: *Mark Dusek*
Its: CFO, Treasurer and Secretary

Agreed and Accepted
as of the date first written above by:

MERRILL LYNCH BUSINSS FINANCIAL
SERVICES INC., acting through its division
Merrill Lynch Capital, as Agent

By: *[Signature]*
Its: FRANCOIS DELANGLE
VICE PRESIDENT

SCHEDULE A

U.S. Trademark Applications

Serial No.	Filing Date	Mark	Credit Party	Status
78/069,591	06/18/2001	TREDEX	Sportcraft, Ltd.	Third Request for Extension of Time to File Statement of Use or Statement of Use due 10/2/03
78/077,039	08/02/2001	EX	Sportcraft, Ltd.	Letter of suspension mailed 4/18/02; Power of Attorney at Law filed with PTO 11/5/02
78/077,996	08/07/2001	JENSPORTS (Stylized)	Sportcraft, Ltd.	Second Request for Extension of Time to File Statement of Use or Statement of Use due 10/8/03
78/120,380	04/09/2002	SPIN-X	Sportcraft, Ltd.	Waiting for Notice of Approval

78/132,476	05/31/2002	BANTAM	Sportcraft, Ltd.	Second Request for Extension of Time to File Statement of Use or Statement of Use due 2/25/04
78/208,806	01/30/2003	ARMOR PLATED	Sportcraft, Ltd.	Waiting for Notice of Allowance
78/208,814	01/30/2003	GLOWTECH	Sportcraft, Ltd.	Waiting for Office Action
78/211,201	02/05/2003	EASYVIEW	Sportcraft, Ltd.	Waiting for Office Action
78/294,735	09/02/2003	PHENOTECH	Sportcraft, Ltd.	Foreign Filing due 3/2/04

U.S. Trademark Registrations

Registration No.	Registration Date	Serial No.	Filing Date	Mark
633,953	09/04/1956	71/696,795	10/20/1955	S LOGO
708,372	12/13/1960	72/093,919	03/29/1960	SPORTCRAFT
1,258,331	11/22/1983	73/328,706	09/18/1981	S LOGO
1,270,860	03/20/1984	73/196,084	12/07/1978	TURF-HIDE
1,271,929	03/27/1984	73/331,286	10/05/1981	SPORTCRAFT S and Design
1,275,369	04/24/1984	73/419,750	04/01/1983	PUB MASTER
1,280,819	06/05/1984	73/419,340	03/30/1983	TAVERNER
1,386,141	03/11/1986	73/545,953	07/02/1985	XBH
1,491,986	06/14/1988	73/638,407	01/05/1987	S LOGO
1,519,954	01/10/1989	73/726,759	05/06/1988	TURBO RING
1,521,969	01/24/1989	73/724,167	04/25/1988	SPORT-CESSORIES
1,678,702	03/10/1992	74/158,225	04/18/1991	MAGIC MITTS
1,765,990	04/20/1993	74/158,584	04/19/1991	MVP * Renewal application due with surcharge 10/20/2003
1,926,574	10/10/1995	74/484,408	01/28/1994	TOP CORNER

TRADEMARK