

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|------------------------------|-------------------|

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|--------------------------------|-----------------|-----------------------|-------------------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| General Sportcraft Co., L.L.C. | | 10/01/2003 | Limited liability company: DELAWARE |

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| 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 |

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| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 75021279 | ROLLER DICE |

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| CORRESPONDENCE DATA | |
| Fax Number: | (312)863-7442 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| 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 |

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| ATTORNEY DOCKET NUMBER: | 5125.064 |
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| NAME OF SUBMITTER: | Mary A. Schmidt |
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of October, 2003 by GENERAL SPORTCRAFT CO., L.L.C., a Delaware limited liability company ("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, Sportcraft, Ltd., a Delaware corporation ("Borrower") and the owner of all of the issued and outstanding capital stock of Grantor, Grantee and Lenders 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 extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to that certain Guaranty (the "Guaranty") dated as of even date herewith by Grantor, Grantor has guaranteed the payment and performance of the Secured Obligations; and

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 Patents (as defined in the Security Agreement), 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.

GENERAL SPORTCRAFT CO., L.L.C.

By: *Paul D. Jones*
Its: CFO, Treasurer and Secretary

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

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

By: _____
Its: _____

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

GENERAL SPORTCRAFT CO., L.L.C.

By: _____
Its: _____

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

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

By: 
Its: _____
FRANCOIS DELANGLE
VICE PRESIDENT

SCHEDULE A

U.S. Trademark Applications
General Sportcraft Company, Ltd.

| Serial No. | First Use Date | Mark | Credit Party |
|-------------------|-----------------------|-------------|--|
| 75-021279 | 11/17/95 | Roller Dice | General Sportcraft Company, Ltd. |