



07-29-2003



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

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

1. Name of conveying party(ies): 7-21-03
General Electric Capital Corporation, as Agent

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of security interest
- Merger
- Change of Name

Execution Date: June 25, 2003

2. Name and address of receiving party(ies)

Name: Riddell, Inc.
Internal
Address: Suite 2001

Street Address: 1450 Broadway

City: New York State: NY Zip: 10018

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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: Stacey Moore, Esq.

Internal Address: _____
Proskauer Rose LLP

Street Address: _____
1585 Broadway

City: New York State: NY Zip: 10036-8299

6. Total number of applications and registrations involved: _____

53

7. Total fee (37 CFR 3.41).....\$ 1,340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-2500

(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.

Stacey Moore

Name of Person Signing

Stacey Moore
Signature

July 17, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

07/29/2003 6TON11 00000014 162500

71634945 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 BA
02 FC:8522 1300.00 BA

TRADEMARK
REEL: 002780 FRAME: 0211

ADDITIONAL RECEIVING PARTIES

PROACQ CORPORATION

(Delaware Corporation)

1450 Broadway

New York, NY 10018

EQUILINK LICENSING CORPORATION

(Delaware Corporation)

1450 Broadway

New York, NY 10018

RIDMARK CORPORATION

(Delaware Corporation)

1450 Broadway

New York, NY 10018

MACMARK CORPORATION

(Delaware Corporation)

1450 Broadway

New York, NY 10018

EXHIBIT A

TRADEMARK	SERIAL NUMBER	FEDERAL REGISTRATION NUMBER
MACGREGOR	71-634945	576102
KRA-LITE	71-683237	622611
SEAMCO	72-015233	646056
KRA-LITE	72-037293	662126
SUPER K	72-059136	681437
AERO-CELLS	72-137561	746187
RIDDELL	72-286593	867019
THE ATHLETE'S CHOICE	73-132544	1115352
RIDDELL (STYLIZED)	73-142490	1112549
PAC-3	73-286613	1181326
PAC-44	73-286614	1181325
WD1	73-404826	1265134
M155	73-404827	1265135
AF2	73-404828	1265136
MACGREGOR	73-421249	1324742
MACGREGOR	73-422219	1331021
MACGREGOR	73-443225	1349370
THE ATHLETE'S CHOICE	73-486355	1337917
THE ATHLETE'S CHOICE	73-486357	1355604
MACGREGOR	73-518100	1353044
MAXPRO	73-528499	1360848
M SCRIPT DESIGN	73-530219	1362184
THUNDER	73-577236	1403296

MR. TOUGH	73-577333	1405117
POWER	73-686094	1537482
BIOLITE	73-701047	1497865
VSR	73-701050	1498792
ULTRA POWER	74-069078	1737695
MACGREGOR	74-165943	1705112
Z-BAR	74-181430	1746487
POWER & DESIGN	74-200023	1711910
AIR PAC	74-200076	1710192
WARRIOR	74-200077	1868448
POWER PAC	74-202069	1809340
POWER	74-475566	1922193
R & DESIGN	74-492844	2048556
RIDDELL & DESIGN	74-492845	1989415
SUREFIT	74-534447	1913111
POWER	74-560301	2039625
MAXPRO	74-565474	1913162
LIL' RIDDELL	74-586891	1958548
RIDDELL & DESIGN	74-801532	1896715
M DESIGN (WITH CHECK)	75-327055	2441224
GAME GREATS	75-519736	2307187
PROEDGE	75-976253	2111451
CALLMAKER	76-022750	2560007
ROOM WORKS	76-117860	2498146
DASHER	76-117871	2531687
ANTENNA GEAR	76-117872	2577591

HELMET OF PLAYERS	76-117873	2482343
TAILGATE PACK	76-117898	2544408
ISOLATER	76-378175	PENDING
REVOLUTION	78-118109	PENDING

TRADEMARK RELEASE

THIS RELEASE is made as of this 25th day of June, 2003, by General Electric Capital Corporation, in its capacity as Agent (“GECC”), in favor of Riddell Sports Group, Inc. (“RSG”), Riddell, Inc. (“Riddell”), All American Sports Corporation (“All American”) and each of the other Credit Parties (together with RSG, Riddell and All American, the “Grantors”) (as such term is defined in that certain Credit Agreement among each of the Grantors, GECC, Comerica Bank and each of the lenders signatory thereto from time to time (the “Credit Agreement”)); and

WHEREAS, the Grantors have paid and performed in full their obligations to such lenders and terminated all further obligations of such lenders to extend credit to any Grantor or its affiliates.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, GECC hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to, and any and all liens and security interest it may have upon the trademarks listed on Exhibit A attached hereto (and all other trademarks (both common law and registered), trademark applications, trademark registrations, divisions, renewals and extensions, obtained by GECC on or after the June 22, 2001), which liens and security interests were established under and pursuant to that certain Intellectual Property Security Agreement dated as of June 22, 2001, recorded on November 30, 2001, reel number 002391, frame number 0442, made by the Grantors in favor of GECC.

This Release shall be binding upon GECC’s legal representatives, assigns and successors. This Release is made without recourse, representation, warranty or other assurance of any kind by GECC as to GECC’s rights in any collateral security for amounts owing under the Credit Agreement, the condition or value of any collateral or any other matter (other than the

representation that Agent has not previously transferred its rights in such collateral security or created a lien on such rights).

General Electric Capital Corporation,
as Agent

By: 

Name: CHRISTOPHER COX

Title: Deputy Authorized Signatory