12-11-2003

12-5-03

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

TRADEMARK 102620403

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 Supply Group, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation (Southwest)

Internal Address:

Street Address: 1201 Main Street, Suite 1625

City: Dallas State: TX Zip: 75202

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Texas
- [ ] 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

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: March 27, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,262,511

Additional number(s) attached [x] Yes [ ] No

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

Name: Darren W. Collins

Internal Address: Patton Boggs LLP

Street Address: 2001 Ross Avenue, Suite 3000

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 50

7. Total fee (37 CFR 3.41) $ 1,265.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (for deficiency only)

2003 DEC -8 AM 7:49
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Darren W. Collins
Name of Person Signing

Signature

December 4, 2003
Date

Total number of pages including cover sheet, attachments, and document: 19

12/10/2003 JJALLAN2 00000041 1262511
01 FC:8521 40.00 OP
02 FC:8522 1225.00 OP

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

CONTINUATION OF ITEM 4 - FORM PTO-1594		
73/397,511	1,261,798	December 20, 1983
73/381,670	1,256,258	November 1, 1983
74/513,305	1,949,588	January 16, 1996
73/316,908	1,198,106	June 15, 1982
76/015,737	2,473,322	July 31, 2001
74/432,607	1,880,726	February 28, 1995
73/162,033	1,127,054	November 27, 1979
74/436,294	1,845,758	July 19, 1994
74/430,346	972,790	November 13, 1973
73/125,829	1,084,113	January 31, 1978
75,732,811	pending	filed June 17, 1999
75/148,528	2,217,618	January 12, 1999
73/381,669	1,251,784	September 20, 1983
72/132,662	738,205	September 25, 1962
74/682,812	1,965,771	April 2, 1996
75/902,598	2,505,937	November 13, 2001
75/626,714	2,464,321	June 26, 2001
74/549,148	1,908,680	August 1, 1995
75/922,830	2,718,194	June 20, 2003
74/436,296	1,841,930	June 28, 1994
73/587,480	1,412,476	October 7, 1986
75/113,872	2,052,751	April 15, 1997
75/457,129	2,287,351	October 19, 1999
74/655,732	1,998,854	September 3, 1996
73/387,123	1,277,448	May 8, 1984
75/901,524	2,499,731	October 23, 2001
73/352,956	1,223,595	January 11, 1983
74/436,291	1,844,560	July 12, 1994
74/436,299	1,844,562	July 12, 1994
72/210,670	800,268	December 14, 1965
74/432,160	1,909,693	August 8, 1995
73/585,209	1,410,733	September 23, 1986
74/436,290	1,847,722	August 2, 1994
73/047,869	1,030,600	January 20, 1976
75/558,703	2,299,816	December 14, 1999
74/436,292	1,844,561	July 12, 1994
74/436,298	1,887,277	April 4, 1995
75/701,100	pending	filed May 6, 1999
75/701,376	2,430,822	December 5, 2000
73/381,668	1,256,986	November 8, 1983
74/293,047	1,870,846	December 27, 1994
74/513,629	2,002,107	September 24, 1996
73/381,666	1,251,783	September 20, 1983
73/078,419	1,055,596	January 4, 1977
73/352,954	1,223,594	January 11, 1983
73/352,955	1,246,494	July 26, 1983
74/436,295	1,934,630	November 14, 1995
74/168,987	1,739,140	December 8, 1992
74/433,241	1,906,667	July 18, 1995

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into to be effective as of March 27, 2001, by SPORT SUPPLY GROUP, INC., a Delaware corporation ("Grantor"), for the benefit of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation, (Grantee").

RECITALS

WHEREAS, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, for itself as a borrower and as Borrower Representative (as defined in the Loan Agreement), Athletic Training Equipment Company, Inc. (together with Grantor, "Borrower"), and Grantee are parties to that certain Loan and Security Agreement dated the date hereof (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Grantee (the "Loans"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses (to the extent allowed by the applicable license agreements) 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 Borrower under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

I. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Obligations (as defined in the Loan Agreement) Grantor hereby grants to Grantee a security interest in, a continuing lien on, and a conditional assignment of all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) each trademark license (in each case, to the extent allowed by the applicable license agreements) and all accounts, contract rights and general intangibles arising under or relating to each license, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(c) 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 registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license referred to in Schedule 1, or (ii) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This lien, conditional assignment and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

II. REPRESENTATIONS AND WARRANTIES

(a) Grantor does not have any interest in, or title to, any material trademark, trademark registration or trademark application except as set forth in Schedule 1 annexed hereto (as may be amended pursuant to Section III(b) below.) This Trademark Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of the UCC-1 Financing Statements with the Texas Secretary of State, perfected first priority liens and security interests (subject to liens permitted by the Loan Agreement) in favor of Grantee on the Trademark Collateral described in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor, subject to holders of liens permitted by the Loan Agreement. Upon filing the UCC-1 Financing Statements with the Texas Secretary of State, Grantee's liens and security interests in the Trademark Collateral set forth on Schedule 1 shall have been perfected. This Trademark Security Agreement, upon filing with the United States Patent and Trademark Office, is effective to create a valid conditional assignment of the rights in the Trademark Collateral.

(b) To Grantor's knowledge, each of the Trademark Collateral is valid, subsisting and enforceable. Granter has no knowledge of any pending or threatened claim by any third party that any of the Trademark Collateral is invalid or unenforceable or that any third party has an ownership interest therein.

(c) To Grantor's knowledge, Grantor is not infringing upon any trademarks or other intellectual property of any third party.

(d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Trademark Collateral or any other intellectual property right of Grantor.

(e) Grantor has the power and authority to grant liens and security interests in the Trademark Collateral and to Grantor's knowledge such grant shall not (to the extent allowed by the applicable license agreements) cause a breach of any trademark license or other material agreement to which Grantor is a party.

III. COVENANTS

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Trademark Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Trademark Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Trademark Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued registered trademarks or trademark applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such trademarks. This Trademark Security Agreement shall automatically apply to such trademarks and such trademarks shall automatically become "Trademark Collateral".

(c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Trademark Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any trademark application comprising a material portion of the Trademark Collateral.

(d) In the event that any material portion of the Trademark Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall

reasonably determine that such Trademark Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Trademark Collateral or other intellectual property.

(e) Grantor shall not sell, assign, license or otherwise dispose of any of the Trademark Collateral listed on Schedule 1 without first giving written notice thereof to Grantee.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Trademark Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep commercially reasonable records concerning the Trademark Collateral.

IV. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Trademark Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Trademark Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Trademark Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, subject to the terms and conditions of applicable license agreements.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

SPORT SUPPLY GROUP, INC.

By: _____
Name: Terrence M. Babilla
Title: COO, Executive Vice President, Secretary and General Counsel

Acknowledged:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

By: _____
Name: Gill Elmore
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas §
§ ss.
COUNTY OF DALLAS §

On this 26th day of March, 2001 before me personally appeared Terrence M. Babella, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as COO, EVP, Secretary and General Counsel of Sport Supply Group, Inc., who being by me duly sworn, did depose and say that he is COO, EVP, Secretary and General Counsel of Sport Supply Group, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

JACKIE W. CORLEY
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-27-2001
(Seal)

Jackie W. Corley
Notary Public

My commission expires:

12-27-01

Trademark Security Agreement (Sport)
009090.171:147112

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

See Attached.

TRADEMARK
REEL: 002874 FRAME: 0050

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AEROBEST							
UNITED STATES	T26416US0	10/9/84	73/502,832	8/20/85	1,355,591	ABANDONED	027
027 - RESILIENT EXERCISE AND FITNESS MATS							
ALL AMERICAN AND DESIGN							
UNITED STATES	T26438US0	10/1/84	73/501,852	10/22/85	1,367,056	ABANDONED	037
037 - SPORTING EQUIPMENT REPAIR AND CLEANING SERVICES							
ALUMAGOAL							
UNITED STATES	T26437US0 *12/27/02 12 Mo. RENEWAL RMNDR*	3/28/82	73/356,631	12/27/83	1,262,511	REGISTERED	28
28 - ATHLETIC EQUIPMENT, NAMELY, HURDLES, STARTING BLOCKS, HIGH JUMP AND POLE VAULT CROSS BARS, JUMP STANDARDS, VAULT STANDARDS, TOE BOARDS, TAKE-OFF BOARDS, BATTING TEES, KICKING CAGES, ATHLETIC AGILITY TRAINING UNITS COMPOSED OF METAL RODS SUPPORTING A RECTANGULAR GRID OF CORDING, AND SOCCER GOALS							
BARD AFTER TENNIS							
UNITED STATES	T07542	10/12/83	73/447,710	2/26/85	1,322,252	ABANDONED	25
25 - TENNIS SHOES							
BARD AMERICANA							
UNITED STATES	T07541					ABANDONED	
BARD INTERNATIONAL							
UNITED STATES	T07538 *12/20/02 12 Mo. RENEWAL RMNDR*	9/30/82	73/397,511	12/20/83	1,261,798	REGISTERED	28
28 - TENNIS RACKETS; STRINGS FOR TENNIS RACKETS; GRIPS FOR TENNIS RACKETS							
BARD KING							
UNITED STATES	T07532 *11/1/02 12 Mo. RENEWAL RMNDR*	8/25/82	73/381,870	11/1/83	1,256,258	REGISTERED	28
28 - TENNIS RACKETS							
BARD PRINCESS							
UNITED STATES	T07539	10/11/83	73/447,388	3/12/85	1,324,759	ABANDONED	28
28 -							
BEAM LINKS LOGO							
UNITED STATES	T26436US0 *8/18/01 12 Mo. RENEWAL RMNDR*	10/22/91	74/215,841	8/18/92	1,708,416	REGISTERED	28
28 - PORTABLE MOTOR SKILL DEVELOPMENT LOW BALANCE BEAM							
BLACQUE BARD							
UNITED STATES	T07537	11/22/82	73/403,533	10/23/84	1,301,872	ABANDONED	28
28 -							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
	Next Action Due						
BRUTE FORCE							
UNITED STATES	T26440US0	4/18/94	74/513,305	1/16/96	1,949,588	REGISTERED	028
	1/16/01	CU-8&15 DUE IN 12mos					
028 - MULTI-STATION EXERCISE MACHINES							
BSN							
UNITED STATES	T26458US0	6/29/81	73/316,908	6/15/82	1,198,106	REGISTERED	28
	6/15/01	12 Mo. RENEWAL RMNDR					
28 - TOYS AND SPORTING GOODS							
UNITED STATES	T26458US1	4/3/00	76/015,737			PENDING	
	1/25/01	CU-RESP DUE 3/25/01					
BULLDOG							
UNITED STATES	T26439US0	9/7/93	74/432,607	2/28/95	1,880,726	REGISTERED	028
	2/28/04	12 Mo. RENEWAL RMNDR					
028 - BASEBALL PITCHING MACHINES							
BULLDOG MANUFACTURING CO.							
UNITED STATES	T26419US0	7/25/94	74/552,921			ABANDONED	028
028 - SPORTING GOODS, NAMELY BASEBALL BACKSTOPS AND PITCHING FRAMES, FOOTBALL RUNNING ROPES							
CARRY GOAL							
UNITED STATES	T26443US0	9/16/93	74/436,293	7/19/94	1,845,757	REGISTERED	028
	1/19/06	DESTRUCTION DATE					
028 - PORTABLE SOCCER GOALS AND SOCCER ACCESSORY BAGS FOR CARRYING GOALS							
CATA-POLE							
UNITED STATES	T26447US1	3/13/78	73/162,033	11/27/79	1,127,054	REGISTERED	28
	2/26/00	RENEWAL CERT RECD?					
28 - FIBERGLASS VAULTING POLES							
CHAMPION BARBELL COMPANY							
UNITED STATES	T30592US0					ABANDONED	N/A
N/A -							

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
COLOR MY CLAS S							
UNITED STATES	T26451US0 / 3/22/01 AFFADAVIT ACCEPTED?	9/16/93	74/436,294	7/19/94	1,845,758	REGISTERED	28
28 - PLAYGROUN CONTROL SYSTEM; NAMELY, MULTICOLOR RUBBER ACTION BALLS, BASKETLLS, SOCCERBALLS, VOLLEYBALLS AND FOOTBALLS							
COURTSCREEN							
UNITED STATES	T26442US0	9/16/93	74/436,289	7/19/94	1,845,656	ABANDONED	22
22 - FENCE-MOUNTED POLYETHYLENE WINDSCREENS FOR USE ON TENNIS COURTS							
CURVEMASTER AND DESIGN							
UNITED STATES	T26441US0 / 11/13/02 12 Mo. RENEWAL RMNDR	8/11/72	72/430,346	11/13/73	972,790	REGISTERED	022
022 - THROWING EQUIPMENT NAMELY, BASEBALL AND SOFTBALL PITCHING MACHINES							
EARTHBALL							
UNITED STATES	T18243 / 1/31/07 12 Mo. RENEWAL RMNDR	5/9/77	73/125,829	1/31/78	1,084,113	REGISTERED	28
28 - CANVAS PUSH BALL							
ESPORTSONLINE.COM LOGO							
UNITED STATES	T30459US0 / 11/30/00 STATUS CHECK	6/17/99	75/732,811			PENDING	35
35 - DIRECT MARKETING AND SUPPLY OF SPORTING AND ATHLETIC GOODS, LEISURE PRODUCTS AND RECREATIONAL EQUIPMENT VIA THE GLOBAL COMPUTER NETWORK							
EZ SET							
UNITED STATES	T25518US0 / 1/12/04 CU-8&15 DUE IN 12Mos	8/8/96	75/148,528	1/12/99	2,217,618	REGISTERED	28
28 - VOLLEYBALL JET ADJUSTABLE RIGGING SYSTEM COMPRISING ADJUSTABLE RAILING WITH QUICK CONNECT BANDS							
FIBERSPORT							
UNITED STATES	T26446US0	9/7/93	74/432,161	6/21/94	1,840,657	ABANDONED	28
28 - POLE VAULT CROSSBARS, VAULTING POLES AND LANDING PITS							
FIRE-66 (STYLIZED)							
UNITED STATES	T07533 / 9/20/02 12 Mo. RENEWAL RMNDR	8/25/82	73/381,669	9/20/83	1,251,784	REGISTERED	28
28 - STRINGS FOR TENNIS RACKETS							
FIT N' FUN FANATIC							
UNITED STATES	T26833US0 / 3/14/01 AFFIDAVIT OF USE	2/28/94	74/494,922	3/14/95	1,883,895	REGISTERED	035
035 - PROMOTING THE SALE OF SPORTING GOODS THROUGH THE ADMINSTRATION OF INCENTIVE AWARD PROGRAMS							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG	STATUS	CLASSES
	Next Action Due						
FLAG-A-TAG							
UNITED STATES	T30445US0	11/24/61	72/132,662	9/25/62	738,205	REGISTERED	N/A
	9/25/01	*12 Mo. RENEWAL RMNDR*					

N/A - GAME APPARATUS WHICH IS ATTACHED TO THE BODY OF THE PLAYERS AND CONVERTS THE ACT OF TAGGING THE PLAYERS TO THE GRABBING OF A FLAG

GAMECRAFT							
UNITED STATES	T26444US0	9/20/82	73/387,102	11/8/83	1,256,996	ABANDONED	028

028 - TOYS & SPORTING GOODS

UNITED STATES	T26445US0	6/2/95	74/682,812	4/2/96	1,965,771	REGISTERED	028
	4/2/01	*CU-8&15 DUE IN 12mos*					

028 - SOCCER EQUIPMENT, NAMELY SOCCER GAME TABLES AND SOCCER CORNER FLAGS; OVERSIZED VINYL PLAY BALLS FOR CHILDREN; POOL TABLES AND ACCESSORIES, NAMELY CUES, CRACKS, CUE TIPS, BALL TRAYS

GSC							
UNITED STATES	T30562US0	1/24/00	75/902,598			PENDING	35
	4/3/01	*NOT OF ALLOWANCE?*					

35 - MAIL ORDER CATALOG AND DIRECT MARKETING SERVICES IN THE FIELDS OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES; COMPUTERIZED ONLINE SEARCH AND ORDERING SERVICES VIA THE GLOBAL COMPUTER NETWORK FEATURING THE WHOLESALE AND RETAIL DISTRIBUTION OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES

HOT ICE							
UNITED STATES	T26448US0	7/5/90	74/075,291	2/25/92	1,676,800	REGISTERED	020
	2/25/01	*12 Mo. RENEWAL RMNDR*					

020 - ACRYLIC MOLDED PLASTIC TROPHIES

JUNGLE BUG							
UNITED STATES	T30189US0	1/22/99	75/826,714			ALLOWED	28
	12/6/00	*STATEMENT OF USE*					

28 - JUNGLE GYMS AND A FULL LINE OF OTHER PLAYGROUND EQUIPMENT, SUCH AS SLIDES, CLIMBING UNITS, SAND BOXES AND SWING SETS

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	REG	STATUS	CLASSES
LADY CATA-POLT							
UNITED STATES	T26447US0	7/14/94	74/549,148	8/1/95	1,908,660	REGISTERED	28
	2/1/01 CU-8&15 DUE IN 6 Mos						
28 - VAULTING POLES							
LAYER ONE							
UNITED STATES	T26450US0	4/10/89	73/792,174	11/28/89	1,568,517	ABANDONED	025
025 - CLOTHING NAMELY SHIRTS, TURTLENECK SHIRTS AND UNDERWEAR							
LEARNING THROUGH MOVEMENT							
UNITED STATES	T31394US0	2/17/00	75/922,830			PENDING	35
	6/11/01 OFFICE ACTION RECD ?						
35 - RETAIL MAIL ORDER/CATALOG SERVICES IN THE FIELD OF ACTIVITY-BASED LEARNING MATERIALS FOR EARLY CHILDHOOD AND AFTER-SCHOOL CARE							
MASTER							
UNITED STATES	T26449US0	9/16/93	74/436,296	6/28/94	1,841,930	REGISTERED	28
	6/28/03 12 Mo. RENEWAL RMNDR						
28 - VOLLEYBALL NETS							
MID PLUS							
UNITED STATES	T07128	3/11/86	73/587,480	10/7/86	1,412,476	REGISTERED	28
	10/7/05 12 Mo. RENEWAL RMNDR						
28 - TENNIS RAQUETS							
MULTIFIT SYSTEM							
UNITED STATES	T25382US0	6/4/96	75/113,872	4/15/97	2,052,751	REGISTERED	028
	4/15/02 CU-8&15 DUE IN 12mos						
028 - STATIONARY MULTI-STATION EXERCISE EQUIPMENT							
NE CAMP & DESIGN							
UNITED STATES	T26457US1	3/26/98	75/457,129	10/19/99	2,287,351	REGISTERED	35
	10/19/04 CU-8&15 DUE IN 12Mos						
35 - MAIL ORDER CATALOG SERVICES FEATURING RECREATIONAL EQUIPMENT							
NEW ENGLAND CAMP AND RECREATION							
UNITED STATES	T26457US0	4/4/95	74/655,732	9/3/96	1,996,854	REGISTERED	42
	9/3/01 CU-8&15 DUE IN 12Mos						
42 - MAIL ORDER CATALOG SERVICES FEATURING RECREATIONAL EQUIPMENT							
NORTH AMERICAN RECREATION							
UNITED STATES	T26452US0	9/20/82	73/387,123	5/8/84	1,277,448	REGISTERED	42
	5/8/03 12 Mo. RENEWAL RMNDR						
42 - MAIL ORDER SERVICES IN THE FIELD FO RECREATIONAL EQUIPMENT							

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	REG	STATUS	CLASSES
NYOTHENE							
UNITED STATES	T26453US0	9/16/93	74/436,297	7/26/94	1,846,846	ABANDONED	28
28 - WEATHER-TREATED NETS FOR BASEBALL AND GOLF PRATICE							
OPERATION PASS							
UNITED STATES	T26454US0	2/12/92	74/245,785	11/24/92	1,735,254	ABANDONED	036
036 - CHARITBAL FUND RAISING ACTIVITES CONDUCTED ON BEHALF OF AND IN CONJUNCTIWITH EDUCATIONAL INSTITUTIONS, RECREATIONAL DEPARTMENTS....							
PASSON'S SPORTS							
UNITED STATES	T30563US0	1/24/00	75/901,524			PENDING	35
	3/15/01	STATUS CHECK					
35 - MAIL ORDER CATALOG AND DIRECT MARKETING SERVICES IN THE FIELDS OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES							
PILLO POLO							
UNITED STATES	T26455US0	12/14/81	73/352,956	1/11/83	1,223,595	REGISTERED	28
	1/11/02	12 Mo. RENEWAL RMNDR					
28 - TOYS & SPORTING GOODS							
PLAY.WORKS							
UNITED STATES	T30188US0	1/22/99	75/625,171			PENDING	28
	12/25/00	PUBL 4/00-NOT.ALLOW?					
28 - JUNGLE GYMS AND OTHER PLAYGROUND EQUIPMENT							
PORT-A-COURT							
UNITED STATES	T26428US0	9/16/93	74/436,291	7/12/94	1,844,560	REGISTERED	28
	12/24/00	3/00 AFFID ACCEPTED?					
28 - BASKETBALL GOALS							
PORT-A-JUST							
UNITED STATES	T26429US0	9/16/93	74/436,299	7/12/94	1,844,562	REGISTERED	028
	12/24/00	3/00 AFFID ACCEPTED?					
028 - BASKETBAL. GOALS							
PORT-A-PIT							
UNITED STATES	T26417US0	1/26/65	72/210,670	12/14/65	800,268	REGISTERED	28
	12/14/04	12 Mo. RENEWAL RMNDR					
28 - ATHLETIC LANDING CUSHION APPARATUS, NAMELY, TUMBLING MATS, LANDING CUSHIONS FOR HIGH JUMPERS AND POLE VAULTERS, AND ACCESSORIES INCLUDING COVERS FOR SUCH TUMBLING MATS AND LANDING CUSHIONS, AND VAULTING BOXES FOR USE WITH VAULTER'S LANDING CUSHIONS							

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PRO-DOWN							
UNITED STATES	T26431US0	9/7/93	74/432,160	8/8/95	1,909,693	REGISTERED	005
	2/8/01 CU-8&15 DUE IN 6 MOS						
005 - FIRST AID KITS FOR DOMESTIC OR NON-PROFESSIONAL USE							
PROBASE							
UNITED STATES	T26430US0	2/28/86	73/585,209	9/23/86	1,410,733	REGISTERED	028
	9/23/05 12 Mo. RENEWAL RMNDR						
028 - BASEBALL BASES							
QUICK-FENCE							
UNITED STATES	T26432US0	9/16/93	74/436,290	8/2/94	1,847,722	REGISTERED	019
	8/2/03 12 Mo. RENEWAL RMNDR						
019 - PORTABLE FENCING SYSTEM INCLUDING POLYETHYLEME FENCING MATERIAL AND STAKES							
RED-FIRE							
UNITED STATES	T07535	8/25/82	73/381,667	8/2/83	1,247,180	ABANDONED	28
28 -							
ROL-DRI							
UNITED STATES	T26433US0	3/27/75	73/047,869	1/20/76	1,030,600	REGISTERED	008
	1/20/05 12 Mo. RENEWAL RMNDR						
008 - ROLL-TYPE TOOL FOR REMOVING WATER FROM HARD SURFACES							
ROLL-N-FOLD							
UNITED STATES	T26434US0	9/16/93	74/436,288	4/26/94	1,833,548	ABANDONED	28
28 - SOCCER GOALS							
UNITED STATES	T26434US1	9/22/98	75/558,703	12/14/99	2,299,816	REGISTERED	28
	8/5/00 COC RECEIVED?						
28 - SOCCER GOALS							
ROTA-CUFF							
UNITED STATES	T26420US0	9/16/93	74/436,292	7/12/94	1,844,561	REGISTERED	28
	3/22/01 AFFADAVIT ACCEPTED?						
28 - EXERCISE MACHINES FOR REHABILITATION OF SHOULDER INJURIES							
S.D.E. CO. (Stylized)							
UNITED STATES	T26472US0	12/26/79	73/243,938	11/16/82	1,216,584	REGISTERED	010,016,020 027,028
	11/16/01 12 Mo. RENEWAL RMNDR						
010 - PHYSICAL THERAPY EQUIPMENT IN THE NATURE OF PADS, MATS, SPARING BAGS, ANDBALLS FOR THE DEVELOPMENT OF GROSS MOTOR SKILLS							
016 - INSTRUCTION PAMPHLETS AND BOOKLETS CONCERNING THE EDUCATIONAL AREAS OF PHYSICAL THERAPY, CHILDRENS' PHYSICAL EDUCATION, AND THE DEVELOPMENT OF PHYSICAL SKILLS							
020 - CHILDRENS FURNITURE							
027 - GYMNASTIC MATS							
028 - CHILDRENS ATHLETIC AND EXERCISE EQUIPMENT IN THE NATURE OF LARGE INFLATABLE SHAPES, JOUSTERS, SPARING BAGS, AND BALLS							
SAFE SQUAT							
UNITED STATES	T26421US0	9/16/93	74/436,298	4/4/95	1,887,277	REGISTERED	28
	4/11/01 AFFADAVIT ACCEPTED?						
28 - EXERCISE EQUIPMENT, NAMELY WEIGHT LIFTING SQUAT MACHINES.							

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SPORT SUPPLY GROUP, INC.							
UNITED STATES	T30420US0	5/6/99	75/701,100			PENDING	24,25,35
	2/2/01	CU-FRJ/NOA DUE 4/2/0					

24 - TOWELS

25 - CLOTHING, NAMELY, HATS AND SHIRTS

35 - MAIL ORDER/CATALOG AND DIRECT MARKETING SERVICES IN THE FIELDS OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES; COMPUTERIZED ONLINE SEARCH AND ORDERING SERVICES VIA THE GLOBAL COMPUTER NETWORK FEATURING THE WHOLESALE AND RETAIL DISTRIBUTION OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES

SSG							
UNITED STATES	T30419US0	5/6/99	75/701,376			PENDING	24,25,35
	3/5/01	CERTIFICATE RECD?					

24 - TOWELS

25 - CLOTHING, NAMELY, HATS AND SHIRTS

35 - MAIL ORDER/CATALOG AND DIRECT MARKETING SERVICES IN THE FIELDS OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES; COMPUTERIZED ONLINE SEARCH AND ORDERING SERVICES VIA THE GLOBAL COMPUTER NETWORK FEATURING THE WHOLESALE AND RETAIL DISTRIBUTION OF SPORTING AND ATHLETIC GOODS, EQUIPMENT AND SUPPLIES, PHYSICAL FITNESS/EXERCISE EQUIPMENT, AND RECREATIONAL EQUIPMENT, SUPPLIES AND ACCESSORIES

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG	STATUS	CLASSES
	Next Action Due						
UNITED STATES	T30419US1	6/17/99	75/732,812			PENDING	09,28
	3/12/01	*NOT OF ALLOWANCE?*					

09 - BINOCULARS, TAPE MEASURES AND BATTER'S HELMETS, ELECTRONIC AND MECHANICAL SPORT TIMERS, AND BASEBALL SUNGLASSES

28 - JUNGLE GYMS AND OTHER PLAYGROUND EQUIPMENT; TABLE TENNIS EQUIPMENT, NAMELY, PADDLES, BALLS, PADDLE FACES, CLAMPS AND NETS; PHYSICAL EDUCATION EQUIPMENT, NAMELY, GAME STANDARDS, VOLLEYBALL STANDARDS; FOOTBALL DUMMIES, FOOTBALL BLOCKING MACHINES, BASKETBALL BACKBOARDS, GOALS AND NETS; ATHLETIC LANDING CUSHION APPARATUS, NAMELY, GYMNASIUM MATS, TUMBLING MATS, AND ACCESSORIES INCLUDING COVERS FOR SUCH TUMBLING MATS AND LANDING CUSHIONS; TENNIS RACKETS; PROTECTIVE PADDING FOR ATHLETIC CONTESTS SUCH AS FOOTBALL, SOCCER, BASEBALL, SOFTBALL, NAMELY, FOOTBALL HELMETS, LEG GUARDS, MASKS, BODY PROTECTORS, KNEE PADS, ELBOW PADS, SHIN GUARDS, FACE GUARDS; SPORTING GOODS, NAMELY, FOOTBALL RUNNING ROPES, TRAINING CHUTS, GOALPOSTS, AND BASKETBALL TRAINING UNITS COMPOSED OF METAL RODS SUPPORTING A RECTANGULAR GRID OF CORDING; PLAYING EQUIPMENT FOR PHYSICAL EXERCISE GAMES, NAMELY, BATS OF VARIOUS SIZED AND SHAPES, BALLS OF VARIOUS SIZED AND SHAPES, RING-SHAPED PUCKS FOR A HOCKEY-TYPE GAME; GOALS, NETS, GAME BOUNDARY MARKERS, AND STORAGE AND TRANSPORTATION BAGS AND CONTAINERS FOR THE FOREGOING SOLD SEPERATELY OR IN COMBINATION WITH THE FOREGOING; EQUIPMENT SOLD AS A UNIT FOR PLAYING A RECREATIONAL GAME SIMILAR TO UNMOUNTED POLO AND ICE HOCKEY USING A STICK AND A BALL; EQUIPMENT SOLD AS A UNIT FOR PLAYING A RECREATIONAL BALL GAME INDOORS OR OUTDOORS; BASKETBALL GOALS; BALLS, BASKETBALLS, PLAYGROUND BALLS...

SYNGUT-FIRE (STYLIZED)

UNITED STATES	T07534	8/25/82	73/381,668	11/8/83	1,256,986	REGISTERED	28
	11/8/02	*12 Mo. RENEWAL RMNDR*					

28 - STRINGS FOR TENNIS RACKETS

THE ATHLETIC CONNECTION

UNITED STATES	T26435US0	7/9/92	74/293,047	12/27/94	1,870,846	REGISTERED	042
	12/27/03	*12 Mo. RENEWAL RMNDR*					

042 - WHOLESALE MAIL ORDER SPORTING GOODS CATALOG SERVICES

THE HEART ADVENTURE

UNITED STATES	T26456US0	4/18/94	74/513,629	9/24/96	2,002,107	REGISTERED	28
	9/24/01	*CU-8&15 DUE IN 12Mos*					

28 - MULTICOLOR BALLS, MATS HOOPS, ROPES, BAGS, HURDLES, ARCHES AND CONDUITS FA SPECIALLY-DESIGNED FITNESS COURSE

THE HOTTEST STRING IN TENNIS

UNITED STATES	T07536	8/25/82	73/381,666	9/20/83	1,251,783	REGISTERED	28
	9/20/02	*12 Mo. RENEWAL RMNDR*					

28 - STRINGS FOR TENNIS RACKETS

TIDI-COURT

UNITED STATES	T26423US0	2/26/76	73/078,419	1/4/77	1,055,596	REGISTERED	21
	1/4/06	*12 Mo. RENEWAL RMNDR*					

21 - COMBINED PLASTIC TRASH RECEPTACLE AND HOLDER FOR BEVERAGE CONTAINERS FOR DOMETIC USE

TOPPLEBALL

UNITED STATES	T26422US0	12/14/81	73/352,954	1/11/83	1,223,594	REGISTERED	28
	1/11/02	*12 Mo. RENEWAL RMNDR*					

28 - EQUIPMENT SOLD AS A UNIT FOR PLAYING A RECREATIONAL BALL GAME INDOORS OR OUTDOORS

COUNTRY	REFERENCE# / Next Action Due	FILED	APPL#	REGDT	RE	STATUS	CLASSES
TRITON							
UNITED STATES	T26418US0	3/19/81	73/301,770	9/21/82	1,209,873	REGISTERED	028
	9/21/01 12 Mo. RENEWAL RMNDR						
028 - POLE VAULTING PITS, HIGH JUMP PITS, POLE VAULTING STANDARDS, HIGH JUMP STANDARDS, VAULTING AND HIGH JUMP CROSSBARS							
U.S. GAMES INC.							
UNITED STATES	T26425US0	12/14/81	73/352,955	7/26/83	1,246,494	REGISTERED	28
	1/24/01 COC RECEIVED7						
28 - PLAYING EQUIPMENT FOR PHYSICAL EXERCISE GAMES, NAMELY, BATS OF VARIOUS SIZES AND SHAPES; BALLS OF VARIOUS SIZES AND SHAPES, RING-SHAPED PUCKS FOR A HOCKEY-TYPE GAME; GOALS, NETS, GAME BOUNDARY MARKERS, AND STORAGE AND TRANSPORTATION BAGS AND CONTAINERS FOR THE FOREGOING SOLS SEPARATELY OR IN COMBINATION WITH THE FOREGOING; MAIL ORDER SERVICES IN THE FIELD OF GAMES, TOYS AND SPORTING GOODS							
ULTIMAT							
UNITED STATES	T26424US0	9/16/93	74/438,295	11/14/95	1,934,630	REGISTERED	27
	5/14/01 CU-8&15 DUE IN 6 Mos						
27 - GYMNASTIC MATS SOLD TO INSTITUTIONS THROUGH DIRECT MAIL CATALOGS							
VOLLEY TRAINER							
UNITED STATES	T26427US0	5/22/91	74/168,987	12/8/92	1,739,140	REGISTERED	28
	12/8/01 12 Mo. RENEWAL RMNDR						
28 - VOLLEYBALL							
WAFFLE							
UNITED STATES	T26426US0	9/7/93	74/433,241	7/18/95	1,906,667	REGISTERED	28
	4/18/01 CU-8&15 DUE IN 3 Mos						
28 - POLE VAULTING LANDING PITS							

END OF REPORT TOTAL ITEMS SELECTED = 91

LIST OF TRADEMARK REGISTRATIONS FOR FILING SECURITY AGREEMENT

1.	75/356,631	1,262,511	December 27, 1983
2.	73/397,511	1,261,798	December 20, 1983
3.	73/381,670	1,256,258	November 1, 1983
4.	74/513,305	1,949,588	January 16, 1996
5.	73/316,908	1,198,106	June 15, 1982
6.	76/015,737	2,473,322	July 31, 2001
7.	74/432,607	1,880,726	February 28, 1995
8.	73/162,033	1,127,054	November 27, 1979
9.	74/436,294	1,845,758	July 19, 1994
10.	74/430,346	972,790	November 13, 1973
11.	73/125,829	1,084,113	January 31, 1978
12.	75,732,811	pending	filed June 17, 1999
13.	75/148,528	2,217,618	January 12, 1999
14.	73/381,669	1,251,784	September 20, 1983
15.	72/132,662	738,205	September 25, 1962
16.	74/682,812	1,965,771	April 2, 1996
17.	75/902,598	2,505,937	November 13, 2001
18.	75/626,714	2,464,321	June 26, 2001
19.	74/549,148	1,908,680	August 1, 1995
20.	75/922,830	2,718,194	June 20, 2003
21.	74/436,296	1,841,930	June 28, 1994
22.	73/587,480	1,412,476	October 7, 1986
23.	75/113,872	2,052,751	April 15, 1997
24.	75/457,129	2,287,351	October 19, 1999
25.	74/655,732	1,998,854	September 3, 1996
26.	73/387,123	1,277,448	May 8, 1984
27.	75/901,524	2,499,731	October 23, 2001
28.	73/352,956	1,223,595	January 11, 1983
29.	74/436,291	1,844,560	July 12, 1994
30.	74/436,299	1,844,562	July 12, 1994
31.	72/210,670	800,268	December 14, 1965
32.	74/432,160	1,909,693	August 8, 1995
33.	73/585,209	1,410,733	September 23, 1986
34.	74/436,290	1,847,722	August 2, 1994
35.	73/047,869	1,030,600	January 20, 1976
36.	75/558,703	2,299,816	December 14, 1999
37.	74/436,292	1,844,561	July 12, 1994
38.	74/436,298	1,887,277	April 4, 1995
39.	75/701,100	pending	filed May 6, 1999
40.	75/701,376	2,430,822	December 5, 2000
41.	73/381,668	1,256,986	November 8, 1983
42.	74/293,047	1,870,846	December 27, 1994
43.	74/513,629	2,002,107	September 24, 1996
44.	73/381,666	1,251,783	September 20, 1983
45.	73/078,419	1,055,596	January 4, 1977
46.	73/352,954	1,223,594	January 11, 1983
47.	73/352,955	1,246,494	July 26, 1983
48.	74/436,295	1,934,630	November 14, 1995
49.	74/168,987	1,739,140	December 8, 1992
50.	74/433,241	1,906,667	July 18, 1995

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