

12-11-2003

12-5-03



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

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

102620403

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 Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes 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 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 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 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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (for deficiency only)

2003 DEC 18 AM 7:49 ORP/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Darren W. Collins

Name of Person Signing

Signature

Signature

December 4, 2003

Date

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

12/10/2003 JYALLANE 00000041 1262511

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

01 FC:8521 02 FC:8522

40.00 OP 1225.00 OP

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

Acknowledged:

CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)

By: [Signature]
Name: Gill Elnope
Title: Vice President

Trademark Security Agreement
009090.171:147112

TRADEMARK
REEL: 002874 FRAME: 0048

ACKNOWLEDGMENT

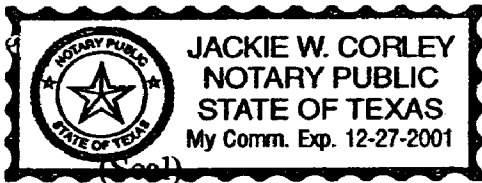
STATE OF Texas

§
§
§

ss.

COUNTY OF DALLAS

On this 26th day of March, 2001 before me personally appeared Terrence M. Bahilla, 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

My commission expires:

12-27-01

Trademark Security Agreement (Sport)
009090.171:147112

TRADEMARK
REEL: 002874 FRAME: 0049

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

See Attached.

| COUNTRY | REFERENCE# | 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 JUMP DESIGN | | | | | | | |
| UNITED STATES | T26438US0 | 10/1/84 | 73/501,852 | 10/22/85 | 1,387,058 | ABANDONED | 037 |
| 037 - SPORTING EQUIPMENT REPAIR AND CLEANING SERVICES | | | | | | | |
| ALUMAGOAL | | | | | | | |
| UNITED STATES | T26437US0 | 3/28/82 | 73/356,631 | 12/27/83 | 1,262,511 | REGISTERED | 28 |
| 12/27/02 12 Mo. RENEWAL RMNDR | | | | | | | |
| 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 AMERICAN | | | | | | | |
| UNITED STATES | T07541 | | | | | ABANDONED | |
| BARD INTERNATIONAL | | | | | | | |
| UNITED STATES | T07538 | 8/30/82 | 73/397,511 | 12/20/83 | 1,261,798 | REGISTERED | 28 |
| 12/20/02 12 Mo. RENEWAL RMNDR | | | | | | | |
| 28 - TENNIS RACKETS; STRINGS FOR TENNIS RACKETS; GRIPS FOR TENNIS RACKETS | | | | | | | |
| BARD KING | | | | | | | |
| UNITED STATES | T07532 | 8/25/82 | 73/381,870 | 11/1/83 | 1,258,258 | REGISTERED | 28 |
| 11/1/02 12 Mo. RENEWAL RMNDR | | | | | | | |
| 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 | 10/22/91 | 74/215,841 | 8/18/92 | 1,708,418 | REGISTERED | 28 |
| 8/18/01 12 Mo. RENEWAL RMNDR | | | | | | | |
| 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# | LED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------|------------|-----|-------|-------|------|--------|---------|
|---------|------------|-----|-------|-------|------|--------|---------|

Next Action Due

BRUTE FORCE

| | | | | | | | |
|---------------|----------------------|---------|------------|---------|-----------|------------|-----|
| UNITED STATES | T26440US0 1/16/01 | 4/18/94 | 74/513,305 | 1/16/96 | 1,949,568 | REGISTERED | 028 |
|---------------|----------------------|---------|------------|---------|-----------|------------|-----|

CU-8&15 DUE IN 12mos

028 - MULTI-STAT ON EXERCISE MACHINES

BSN

| | | | | | | | |
|---------------|----------------------|---------|------------|---------|-----------|------------|----|
| UNITED STATES | T26458US0 6/15/01 | 6/29/81 | 73/316,908 | 6/15/82 | 1,198,106 | REGISTERED | 28 |
|---------------|----------------------|---------|------------|---------|-----------|------------|----|

12 Mo. RENEWAL RMNDR

28 - TOYS AND SPORTING GOODS

| | | | | | | | |
|---------------|----------------------|--------|------------|--|--|---------|--|
| UNITED STATES | T26458US1 1/25/01 | 4/3/00 | 76/015,737 | | | PENDING | |
|---------------|----------------------|--------|------------|--|--|---------|--|

CU-RESP DUE 3/25/01

BULLDOG

| | | | | | | | |
|---------------|----------------------|--------|------------|---------|-----------|------------|-----|
| UNITED STATES | T26439US0 2/28/04 | 9/7/93 | 74/432,607 | 2/28/95 | 1,880,726 | REGISTERED | 028 |
|---------------|----------------------|--------|------------|---------|-----------|------------|-----|

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 1/19/06 | 9/16/93 | 74/436,293 | 7/19/94 | 1,845,757 | REGISTERED | 028 |
|---------------|----------------------|---------|------------|---------|-----------|------------|-----|

DESTRUCTION DATE

028 - PORTABLE SOCCER GOALS AND SOCCER ACCESSORY BAGS FOR CARRYING GOALS

CATA-POLE

| | | | | | | | |
|---------------|----------------------|---------|------------|----------|-----------|------------|----|
| UNITED STATES | T26447US1 2/26/00 | 3/13/78 | 73/162,033 | 11/27/79 | 1,127,054 | REGISTERED | 28 |
|---------------|----------------------|---------|------------|----------|-----------|------------|----|

RENEWAL CERT RECD?

28 - FIBERGLASS MAULTING POLES

CHAMPION BARRI:ELL COMPANY

| | | | | | | | |
|---------------|-----------|--|--|--|--|-----------|-----|
| UNITED STATES | T30592US0 | | | | | ABANDONED | N/A |
|---------------|-----------|--|--|--|--|-----------|-----|

N/A -

| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------|------------|-------|-------|-------|------|--------|---------|
|---------|------------|-------|-------|-------|------|--------|---------|

*Next Action Due***COLOR MY CLASS**

| | | | | | | | |
|---------------|-----------|---------|------------|---------|-----------|------------|----|
| UNITED STATES | T26451US0 | 9/16/93 | 74/436,294 | 7/19/94 | 1,845,758 | REGISTERED | 28 |
|---------------|-----------|---------|------------|---------|-----------|------------|----|

3/22/01 AFFIDAVIT ACCEPTED?

28 - PLAYGROUND CONTROL SYSTEM; NAMELY, MULTICOLOR RUBBER ACTION BALLS, BASKETBALLS, 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 HAND DESIGN

| | | | | | | | |
|---------------|-----------|---------|------------|----------|---------|------------|-----|
| UNITED STATES | T26441US0 | 8/11/72 | 72/430,346 | 11/13/73 | 972,790 | REGISTERED | 022 |
|---------------|-----------|---------|------------|----------|---------|------------|-----|

11/13/02 12 Mo. RENEWAL RMNDR

022 - THROWING EQUIPMENT NAMELY, BASEBALL AND SOFTBALL PITCHING MACHINES

EARTHBALL

| | | | | | | | |
|---------------|--------|--------|------------|---------|-----------|------------|----|
| UNITED STATES | T18243 | 5/9/77 | 73/125,829 | 1/31/78 | 1,084,113 | REGISTERED | 28 |
|---------------|--------|--------|------------|---------|-----------|------------|----|

1/31/07 12 Mo. RENEWAL RMNDR

28 - CANVAS PUSHER BALL

ESPORTSONLINE.COM LOGO

| | | | | | | | |
|---------------|-----------|---------|------------|--|--|---------|----|
| UNITED STATES | T30459US0 | 6/17/99 | 75/732,811 | | | PENDING | 35 |
|---------------|-----------|---------|------------|--|--|---------|----|

11/30/00 STATUS CHECK

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 | 8/8/96 | 75/148,528 | 1/12/99 | 2,217,618 | REGISTERED | 28 |
|---------------|-----------|--------|------------|---------|-----------|------------|----|

1/12/04 CU-8&15 DUE IN 12Mos

28 - VOLLEYBALL NET 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 | 8/25/82 | 73/381,669 | 9/20/83 | 1,251,784 | REGISTERED | 28 |
|---------------|--------|---------|------------|---------|-----------|------------|----|

9/20/02 12 Mo. RENEWAL RMNDR

28 - STRINGS FOR TENNIS RACKETS

FIT N' FUN FANATIC

| | | | | | | | |
|---------------|-----------|---------|------------|---------|-----------|------------|-----|
| UNITED STATES | T28833US0 | 2/28/94 | 74/494,922 | 3/14/95 | 1,863,895 | REGISTERED | 035 |
|---------------|-----------|---------|------------|---------|-----------|------------|-----|

3/14/01 AFFIDAVIT OF USE

035 - PROMOTING THE SALE OF SPORTING GOODS THROUGH THE ADMINISTRATION 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 APP. STATUS 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 | T28444US0 | 9/20/82 | 73/387,102 | 11/8/83 | 1,256,998 | 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 GYM; AND A FULL LINE OF OTHER PLAYGROUND EQUIPMENT, SUCH AS SLIDES, CLIMBING UNITS, SAND BOXES AND SWING SETS

| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REC | STATUS | CLASSES |
|---------|------------|-------|-------|-------|-----|--------|---------|
|---------|------------|-------|-------|-------|-----|--------|---------|

*Next Action Due***LADY CATAPOLIS**

| | | | | | | | |
|---------------|---------------------|---------|------------|--------|-----------|------------|----|
| UNITED STATES | T26447US0 2/1/01 | 7/14/84 | 74/549,148 | 8/1/85 | 1,908,660 | REGISTERED | 28 |
|---------------|---------------------|---------|------------|--------|-----------|------------|----|

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 6/11/01 | 2/17/00 | 75/922,830 | | | PENDING | 35 |
|---------------|----------------------|---------|------------|--|--|---------|----|

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 6/28/03 | 9/18/03 | 74/438,298 | 6/28/04 | 1,841,930 | REGISTERED | 28 |
|---------------|----------------------|---------|------------|---------|-----------|------------|----|

12 Mo. RENEWAL RMNDR

28 - VOLLEYBALL NETS

MID PLUS

| | | | | | | | |
|---------------|-------------------|---------|------------|---------|-----------|------------|----|
| UNITED STATES | T07128 10/7/05 | 3/11/86 | 73/587,480 | 10/7/86 | 1,412,476 | REGISTERED | 28 |
|---------------|-------------------|---------|------------|---------|-----------|------------|----|

12 Mo. RENEWAL RMNDR

28 - TENNIS RACQUETS

MULTIFIT SYSTEM A

| | | | | | | | |
|---------------|----------------------|--------|------------|---------|-----------|------------|-----|
| UNITED STATES | T25382US0 4/15/02 | 6/4/96 | 75/113,872 | 4/15/97 | 2,052,751 | REGISTERED | 028 |
|---------------|----------------------|--------|------------|---------|-----------|------------|-----|

CU-8&15 DUE IN 12mos

028 - STATIONARY MULTI-STATION EXERCISE EQUIPMENT

NE CAMP & DESIGN

| | | | | | | | |
|---------------|-----------------------|---------|------------|----------|-----------|------------|----|
| UNITED STATES | T26457US1 10/19/04 | 3/26/98 | 75/457,129 | 10/19/99 | 2,287,351 | REGISTERED | 35 |
|---------------|-----------------------|---------|------------|----------|-----------|------------|----|

CU-8&15 DUE IN 12Mos

35 - MAIL ORDER CATALOG SERVICES FEATURING RECREATIONAL EQUIPMENT

NEW ENGLAND CAMP AND RECREATION

| | | | | | | | |
|---------------|---------------------|--------|------------|--------|-----------|------------|----|
| UNITED STATES | T26457US0 9/3/01 | 4/4/95 | 74/655,732 | 9/3/96 | 1,998,854 | REGISTERED | 42 |
|---------------|---------------------|--------|------------|--------|-----------|------------|----|

CU-8&15 DUE IN 12Mos

42 - MAIL ORDER CATALOG SERVICES FEATURING RECREATIONAL EQUIPMENT

NORTH AMERICAN RECREATION

| | | | | | | | |
|---------------|---------------------|---------|------------|--------|-----------|------------|----|
| UNITED STATES | T26452US0 5/8/03 | 9/20/82 | 73/387,123 | 5/8/84 | 1,277,448 | REGISTERED | 42 |
|---------------|---------------------|---------|------------|--------|-----------|------------|----|

12 Mo. RENEWAL RMNDR

42 - MAIL ORDER SERVICES IN THE FIELD OF RECREATIONAL EQUIPMENT

| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG | STATUS | CLASSES |
|---------|------------|-------|-------|-------|-----|--------|---------|
|---------|------------|-------|-------|-------|-----|--------|---------|

Next Action Due

NYOTHENE

| | | | | | | | |
|---------------|-----------|---------|-----------|---------|-----------|-----------|----|
| UNITED STATES | T26453US0 | 9/16/93 | 74436,297 | 7/26/94 | 1,846,846 | ABANDONED | 28 |
|---------------|-----------|---------|-----------|---------|-----------|-----------|----|

28 - WEATHER-TREATED NETS FOR BASEBALL AND GOLF PRATICE

OPERATION PASS:

| | | | | | | | |
|---------------|-----------|---------|-----------|----------|-----------|-----------|-----|
| UNITED STATES | T28454US0 | 2/12/82 | 74245,785 | 11/24/92 | 1,735,254 | ABANDONED | 036 |
|---------------|-----------|---------|-----------|----------|-----------|-----------|-----|

036 - CHARITABLE FUND RAISING ACTIVITES CONDUCTED ON BEHALF OF AND IN CONJUNCTWITH EDUCATIONAL INSTITUTIONS, RECREATIONAL DEPARTMENTS....

PASSON'S SPORTS:

| | | | | | | | |
|---------------|-----------|---------|-----------|--|--|---------|----|
| UNITED STATES | T30583US0 | 1/24/00 | 75901,524 | | | 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 | T28455US0 | 12/14/81 | 73352,956 | 1/11/83 | 1,223,595 | REGISTERED | 28 |
|---------------|-----------|----------|-----------|---------|-----------|------------|----|

1/11/02 12 Mo. RENEWAL RMNDR

28 - TOYS & SPORTING GOODS

PLAYWORKS

| | | | | | | | |
|---------------|-----------|---------|-----------|--|--|---------|----|
| UNITED STATES | T30188US0 | 1/22/99 | 75625,171 | | | PENDING | 28 |
|---------------|-----------|---------|-----------|--|--|---------|----|

12/25/00 PUBL 400-NOT.ALLOW?

28 - JUNGLE GYMNS AND OTHER PLAYGROUND EQUIPMENT

PORT-A-COURT

| | | | | | | | |
|---------------|-----------|---------|-----------|---------|-----------|------------|----|
| UNITED STATES | T26428US0 | 9/16/83 | 74436,291 | 7/12/94 | 1,844,560 | REGISTERED | 28 |
|---------------|-----------|---------|-----------|---------|-----------|------------|----|

12/24/00 300 AFFID ACCEPTED?

28 - BASKETBALL GOALS

PORT-A-JUST

| | | | | | | | |
|---------------|-----------|---------|-----------|---------|-----------|------------|-----|
| UNITED STATES | T26429US0 | 9/16/83 | 74436,299 | 7/12/94 | 1,844,562 | REGISTERED | 028 |
|---------------|-----------|---------|-----------|---------|-----------|------------|-----|

12/24/00 300 AFFID ACCEPTED?

028 - BASKETBAL. GOALS

PORT-A-PIT

| | | | | | | | |
|---------------|-----------|---------|-----------|----------|---------|------------|----|
| UNITED STATES | T26417US0 | 1/26/65 | 72210,670 | 12/14/65 | 800,288 | 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 VAULTERS LANDING CUSHIONS

| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG' | STATUS | CLASSES |
|---------|------------|-------|-------|-------|------|--------|---------|
|---------|------------|-------|-------|-------|------|--------|---------|

*Next Action Due***PRO-DOWN**

| | | | | | | | |
|---------------|---------------------|--------|------------|--------|-----------|------------|-----|
| UNITED STATES | T26431US0 2/8/01 | 9/7/93 | 74/432,160 | 8/8/95 | 1,909,693 | REGISTERED | 005 |
|---------------|---------------------|--------|------------|--------|-----------|------------|-----|

CU-B&15 DUE IN 6 MOS

005 - FIRST AID KITS FOR DOMESTIC OR NON-PROFESSIONAL USE

PROBASE

| | | | | | | | |
|---------------|----------------------|---------|------------|---------|-----------|------------|-----|
| UNITED STATES | T26430US0 9/23/05 | 2/28/86 | 73/585,209 | 9/23/86 | 1,410,733 | REGISTERED | 028 |
|---------------|----------------------|---------|------------|---------|-----------|------------|-----|

12 Mo. RENEWAL RMNDR

028 - BASEBALL BUSES

QUICK-FENCE

| | | | | | | | |
|---------------|---------------------|---------|------------|--------|-----------|------------|-----|
| UNITED STATES | T26432US0 8/2/03 | 9/16/93 | 74/436,290 | 8/2/94 | 1,847,722 | REGISTERED | 019 |
|---------------|---------------------|---------|------------|--------|-----------|------------|-----|

12 Mo. RENEWAL RMNDR

019 - PORTABLE FENCING SYSTEM INCLUDING POLYETHYLENE 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 1/20/05 | 3/27/75 | 73/047,869 | 1/20/78 | 1,030,600 | REGISTERED | 008 |
|---------------|----------------------|---------|------------|---------|-----------|------------|-----|

12 Mo. RENEWAL RMNDR

008 - ROLL-TYPE ROLL FOR REMOVING WATER FROM HARD SURFACES

ROLL-N-FOLD

| | | | | | | | |
|---------------|-----------|---------|------------|---------|-----------|-----------|----|
| UNITED STATES | T28434US0 | 9/16/93 | 74/436,288 | 4/26/94 | 1,833,548 | ABANDONED | 28 |
|---------------|-----------|---------|------------|---------|-----------|-----------|----|

28 - SOCCER GOALS

| | | | | | | | |
|---------------|---------------------|---------|------------|----------|-----------|------------|----|
| UNITED STATES | T28434US1 8/5/00 | 9/22/88 | 75/558,703 | 12/14/89 | 2,299,816 | REGISTERED | 28 |
|---------------|---------------------|---------|------------|----------|-----------|------------|----|

COC RECEIVED?

28 - SOCCER GOALS

ROTA-CUFF

| | | | | | | | |
|---------------|----------------------|---------|------------|---------|-----------|------------|----|
| UNITED STATES | T28420US0 3/22/01 | 9/16/93 | 74/436,292 | 7/12/84 | 1,844,561 | REGISTERED | 28 |
|---------------|----------------------|---------|------------|---------|-----------|------------|----|

AFFIDAVIT ACCEPTED?

28 - EXERCISE MACHINES FOR REHABILITATION OF SHOULDER INJURIES

S.D.E. CO. (Stylize:)

| | | | | | | | |
|---------------|-----------|----------|------------|----------|-----------|------------|------------------------|
| UNITED STATES | T28472US0 | 12/26/79 | 73/243,938 | 11/18/82 | 1,218,584 | REGISTERED | 010,016,020 027,028 |
|---------------|-----------|----------|------------|----------|-----------|------------|------------------------|

11/18/01 12 Mo. RENEWAL RMNDR

010 - PHYSICAL THERAPY EQUIPMENT IN THE NATURE OF PADS, MATS, SPARING BAGS, AND BALLS FOR THE DEVELOPMENT OF GROSS MOTOR SKILLS

018 - INSTRUCTIVE 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 4/11/01 | 9/18/93 | 74/436,298 | 4/4/95 | 1,887,277 | REGISTERED | 28 |
|---------------|----------------------|---------|------------|--------|-----------|------------|----|

AFFIDAVIT ACCEPTED?

28 - EXERCISE EQUIPMENT, NAMELY WEIGHT LIFTING SQUAT MACHINES.

| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------|------------|-------|-------|-------|------|--------|---------|
|---------|------------|-------|-------|-------|------|--------|---------|

Next Action Due

SPORT SUPPLY GROUP, INC.

| | | | | | | | |
|---------------|---------------------|--------|------------|--|--|---------|----------|
| UNITED STATES | T30420US0 2/2/01 | 5/6/99 | 75/701,100 | | | PENDING | 24,25,35 |
|---------------|---------------------|--------|------------|--|--|---------|----------|

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 3/5/01 | 5/6/99 | 75/701,376 | | | PENDING | 24,25,35 |
|---------------|---------------------|--------|------------|--|--|---------|----------|

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 | REC | STATUS | CLASSES | |
|---------------|------------------------|-------------------|------------|-------|-----|---------|---------|--|
| | <i>Next Action Due</i> | | | | | | | |
| 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 GYMNS 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 CHITS, 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 | 73/381,068 | 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 | T26458US0 | 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 | 73/381,066 | 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# | FILED | APPL# | REGDT | RE | STATUS | CLASSES |
|---------|------------|-------|-------|-------|----|--------|---------|
|---------|------------|-------|-------|-------|----|--------|---------|

Next Action Due

TRITON

| | | | | | | | |
|---------------|-----------|---------|------------|---------|-----------|------------|-----|
| UNITED STATES | T26418US0 | 3/19/01 | 73/301,770 | 9/21/02 | 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 | 12/14/01 | 73/352,955 | 7/26/03 | 1,246,494 | REGISTERED | 28 |
|---------------|-----------|----------|------------|---------|-----------|------------|----|

1/24/01 COC RECEIVED?

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 SOLD 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 BATS 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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