

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportcraft, Ltd.		06/04/2004	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2785039	SPIN-X
Registration Number:	2196185	ROLLER DICE
Serial Number:	78318839	FLEX 'N FLASH
Serial Number:	78420451	KT SPORTS

CORRESPONDENCE DATA	
Fax Number:	(312)863-7812
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128637190
Email:	nathaniel.panek@goldbergekohn.com
Correspondent Name:	Nathaniel A. Panek
Address Line 1:	55 E. Monroe Street, Suite 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.064
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NAME OF SUBMITTER:	Nathaniel A. Panek
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OP \$115.00 2785039

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of June 4, 2004 by SPORTCRAFT, LTD., a Delaware corporation ("Grantor") in favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., acting through its division Merrill Lynch Capital, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of October 1, 2003 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of October 1, 2003 between Grantor, the affiliates of Grantor named therein and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a lien on, security interest in, and right of set off against substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all Proceeds and products thereof, to secure the payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Grantee, for its benefit and the benefit of the Lenders, as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

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

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


(ii) all Proceeds and products of the forgoing and all insurance pertaining to the foregoing and the proceeds thereof and , including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution o f any Trademark, or (b) injury to the goodwill attributable to any Trademark.

3. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF ILLINOIS. GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IRREVOCABLY AGREES THAT, SUBJECT TO GRANTEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE BORROWER IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

[Signature page follows]

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

SPORTCRAFT, LTD.

By: 
Frank Ginolfi
Secretary

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

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

By: _____
Its: _____

[Merrill Lynch Trademark Security Agreement]

TRADEMARK
REEL: 002879 FRAME: 0081

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

SPORTCRAFT, LTD.

By: _____
Frank Ginolfi
Secretary

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

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

By: 
Its: Ted Denniston
Assistant Vice President

[Merrill Lynch Trademark Security Agreement]

TRADEMARK
REEL: 002879 FRAME: 0082

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registration No.	Registration Date	Serial No.	Filing Date	Mark
2,785,039	11/18/2003	78/120,380	04/09/2002	SPIN-X
2,196,185	10/13/1998	75/021,279	11/17/1995	ROLLER DICE

TRADEMARK APPLICATIONS

Serial No.	Filing Date	Mark	Status
78/318,839	10/27/2003	Flex 'n Flash	Awaiting initial office action
78/420,451	05/18/2004	KT Sports	Awaiting initial office action