

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Connor Sports Flooring Corporation		01/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, as Administrative Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2667162	SPORTGYM
Registration Number:	2740736	SPORTGAME
Registration Number:	2743632	SPORTPRO
Registration Number:	2703108	V-SPORT
Registration Number:	2743633	SUPERSPORT
Registration Number:	2711958	SPORTGRAIN
Registration Number:	2669760	ELASTIFLEX
Registration Number:	2503617	POWERLOCK
Registration Number:	2600035	SMART PADS
Registration Number:	2448925	C
Registration Number:	2486908	REZILL CHANNEL
Registration Number:	2450768	UNIFORCE
Registration Number:	1783503	ELASTIMAT
Registration Number:	1823526	ELASTI NEW

OP \$465.00 2667162

Registration Number:	1820694	ELASTI PLUS
Registration Number:	843523	CONNOR
Registration Number:	637589	LAYTITE
Registration Number:	2502414	UNIFORCE

CORRESPONDENCE DATA

Fax Number: (312)863-7496

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3128637194

Email: sonya.szot@goldbergkohn.com

Correspondent Name: Sonya Szot

Address Line 1: 55 E. Monroe Street

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	01/19/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 18th day of January, 2005 by Connor Sports Flooring Corporation, a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Connor Sport Court International, Inc., a Delaware corporation formerly known as Sport Court International, Inc. ("Sport Court"), Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Sport Court by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Sport Court, Connor Sport Court International Holding Company, a Delaware corporation formerly known as Sport Court Holding Company, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in 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 products and proceeds thereof, to secure the payment of all amounts owing by Sport Court under the Credit Agreement;

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 as follows:

1. Incorporation of Credit Agreement and Security Agreement. To the extent related to the creation, ownership, maintenance or encumbrances of the Trademark Collateral (as defined below), the applicable terms and provisions of the Credit Agreement and Security Agreement 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 and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

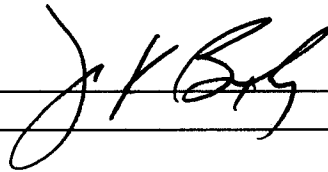
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark; provided, however, that no security interest shall be granted in any United States "intent-to-use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent-to-use" trademark application under applicable federal law.

3. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CONNOR SPORTS FLOORING CORPORATION

By: 
Its: _____

Agreed and Accepted
as of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CONNOR SPORTS FLOORING CORPORATION

By: _____
Its: _____

Agreed and Accepted
as of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Its: VICE PRESIDENT

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Date:
Sportgym	2667162	12/24/02
Sportgame	2740736	07/22/03
Sportpro	2743632	07/29/03
VSport	2703108	04/01/03
Supersport	2743633	07/29/03
Sportgrain	2711958	04/29/03
Elastiflex	2669760	12/31/02
Powerlock	2503617	11/06/01
Smart Pads	2600035	07/30/02
C	2448925	05/08/01
Rezill Channel	2486908	09/11/01
Uniforce	2450768	05/15/01
Elastimat	1783503	07/20/93
Elasti New	1823526	02/22/94
Elasti Plus	1820694	02/08/94
Connor	843523	02/06/68
Laytite	637589	11/27/56
Uniforce	2502414	10/30/01