

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 Sport Court International, Inc.		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: 26

Property Type	Number	Word Mark
Registration Number:	2874695	SPORT FORT
Registration Number:	2839319	BACKYARD SPORTS & LIFESTYLE
Registration Number:	2690645	BOUNCE
Registration Number:	2722120	SPORTSHIELD
Registration Number:	2544253	MOTORMAT
Registration Number:	2561214	FLIGHT DECK
Registration Number:	2561212	FLIGHTDECK
Registration Number:	2479328	SPORT COURT
Registration Number:	2374528	LATERAL FORGIVENESS
Registration Number:	2433985	TYLON
Registration Number:	2297720	COMPETITIVE PERFORMANCE I
Registration Number:	2279169	
Registration Number:	2416771	HIGH PERFORMANCE II
Registration Number:	2300404	A-TAK

OP \$665.00 2874695

Registration Number:	2199223	
Registration Number:	2196931	
Registration Number:	2188213	ICE-O-GRID
Registration Number:	2002892	PORTAFLOOR
Registration Number:	1727818	SPORT COURT
Registration Number:	1582722	DURARUBBER
Registration Number:	1155587	
Registration Number:	1177220	SPORT COURT
Registration Number:	1155586	SPORT COURT
Registration Number:	1136926	WACKETBALL
Registration Number:	1100976	SPORT COURT
Registration Number:	1276329	DURAGRID

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
source=TR_SA_Co#page1.tif
source=TR_SA_Co#page2.tif
source=TR_SA_Co#page3.tif
source=TR_SA_Co#page4.tif
source=TR_SA_Co#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 18th day of January, 2005 by Connor Sport Court International, Inc., a Delaware corporation formerly known as Sport Court International, Inc. ("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, Grantor, 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 Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Connor Sports Flooring Corporation, a Delaware corporation, 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 Grantor 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

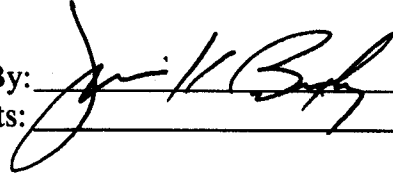
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark; provided, however, that no security interest 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 SPORT COURT INTERNATIONAL,
INC.

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 SPORT COURT INTERNATIONAL,
INC.

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:
Sport Fort	2874695	08/17/04
Backyard Sports & Lifestyle	2839319	05/04/04
Bounce	2690645	02/25/03
Sportshield	2722120	06/03/03
Motormat	2544253	03/05/02
Flight Deck	2561214	04/16/02
Flightdeck	2561212	04/16/02
Sport Court	2479328	08/21/01
Lateral Forgiveness	2374528	08/08/00
Tylon	2433985	03/06/01
Competitive Performance I	2297720	12/07/99
None (Design Only)	2279169	09/21/99
High Performance II	2416771	01/02/01
A Tak	2300404	12/14/99
None (Design Only)	2199223	10/27/98
None (Design Only)	2196931	10/20/98
IceOGrid	2188213	09/08/98
Portafloor	2002892	09/24/96
Sport Court	1727818	10/27/92
Durarubber	1582722	02/13/90
Duragrid	1276329	05/01/84
None (Design Only)	1155587	05/26/81
Sport Court	1177220	11/10/81
Sport Court	1155586	05/26/81
Wacketball	1136926	06/17/80
Sport Court	1100976	08/29/78

TRADEMARK APPLICATIONS:

NONE.

TRADEMARK LICENSES:

1) Sport Court, Inc., as Licensor, granted a license to Snap Lock Industries, Inc., as Licensee, to the U.S. Trademark, DURAGRID, Registration No. 1,276,329, registration date May, 1, 1984. Such license, executed January 28, 2004, was evidenced by a filing of a Nunc Pro Tunc Assignment Of Trademark Rights by Sport Court, Inc., as Assignor, and Snap Lock Industries, Inc., as Assignee, which was recorded with the USPTO at Reel/Frame 2911/0141 on February 9, 2004.