

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
Sportcraft, Ltd.		03/29/2005	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78424334	JEN SPORTS
Serial Number:	78424316	TURBO HOCKEY
Registration Number:	2722652	EXTREME AB TRAINER
Registration Number:	2640887	TX
Registration Number:	2501728	KT SPORTS
Registration Number:	2304319	ASTRO ALUMINA
Registration Number:	2425646	GAMELIFE
Registration Number:	2264871	LIVE TO PLAY. PLAY TO WIN.
Registration Number:	2061845	PRO CUP
Registration Number:	2055859	AIR BLASTER
Registration Number:	2055858	CHALLENGE CUP
Registration Number:	2074815	TURBO

OP \$315.00 78424334

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/16/2005

Total Attachments: 10
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of March 29, 2005 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"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Credit Agreement dated as of even date herewith (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;

WHEREAS, Grantee and Grantor are parties to that certain Trademark Security Agreement dated as of October 1, 2003 (the "October 2003 Trademark Agreement") pursuant to which Grantee granted to Grantor, for its benefit and the benefit of the Lenders, a lien on, security interest in, and right of set off against all of the "Trademark Collateral" (as defined therein) in existence on such date;

WHEREAS, Grantee and Grantor are parties to that certain Trademark Security Agreement dated as of June 4, 2004 (the "June 2004 Trademark Agreement") pursuant to which Grantee granted to Grantor, for its benefit and the benefit of the Lenders, a lien on, security interest in, and right of set off against all of the "Trademark Collateral" (as defined therein) acquired after the execution of the October 2003 Trademark Agreement and prior to June 4, 2004;

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.

4. Amendment and Restatement. This Agreement amends and restates in their entirety both the October 2003 Trademark Agreement and the June 2004 Trademark Agreement.

[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 Ginolff
Chief Financial Officer

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: _____


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
Chief Financial Officer

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: _____ VP

SCHEDULE 1

TRADEMARKS

U.S. Trademark Applications

Serial No.	Filing Date	Mark	Credit Party	Status
78/077,039	08/02/2001	EX	Sportcraft, Ltd.	Letter of suspension mailed 4/18/02; Case still suspended per PTO report of 3/11/05
78/420,451	05/18/2004	KT Sports	Sportcraft, Ltd.	Awaiting initial office action
78/424,316	05/25/2004	TURBO HOCKEY	Sportcraft, Ltd.	Awaiting office action
78/424,334	05/25/2004	JEN SPORTS	Sportcraft, Ltd.	Awaiting office action

U.S. Trademark Registrations

Registration No.	Registration Date	Serial No.	Filing Date	Mark
633,953	09/04/1956	71/696,795	10/20/1955	S LOGO
708,372	12/13/1960	72/093,919	03/29/1960	SPORTCRAFT
1,258,331	11/22/1983	73/328,706	09/18/1981	S LOGO
1,275,369	04/24/1984	73/419,750	04/01/1983	PUB MASTER
1,280,819	06/05/1984	73/419,340	03/30/1983	TAVERNER
1,386,141	03/11/1986	73/545,953	07/02/1985	XBH
1,491,986	06/14/1988	73/638,407	01/05/1987	S LOGO
1,519,954	01/10/1989	73/726,759	05/06/1988	TURBO RING
1,521,969	01/24/1989	73/724,167	04/25/1988	SPORT-CESSORIES
1,678,702	03/10/1992	74/158,225	04/18/1991	MAGIC MITTS
1,765,990	04/20/1993	74/158,584	04/19/1991	MVP
1,926,574	10/10/1995	74/484,408	01/28/1994	TOP CORNER
2,055,858	04/22/1997	74/592,723	10/31/1994	CHALLENGE CUP
2,055,859	04/22/1997	74/592,724	10/31/1994	AIR BLASTER
2,061,845	05/13/1997	74/592,719	10/31/1994	PRO CUP
2,074,815	07/01/1997	74/521,027	05/09/1994	TURBO

[Merrill Lynch Trademark Security Agreement]

Registration No.	Registration Date	Serial No.	Filing Date	Mark
2,264,871	07/27/1999	75/499,987	06/10/1998	LIVE TO PLAY. PLAY TO WIN.
2,304,319	12/28/1999	75/635,070	01/28/1999	ASTRO ALUMINA
2,425,646	01/30/2001	75/603,437	12/11/1998	GAMELIFE
2,501,728	10/30/2001	76/051,347	05/18/2000	KT SPORTS AND DESIGN
2,640,887	10/22/2002	76/262,693	05/25/2001	TX
2,711,551	04/29/2003	78/145,212	07/18/2002	EX
2,722,652	06/03/2003	78/077,030	08/02/2001	EXTREME AB TRAINER
2,785,039	11/18/2003	78/120,380	04/09/2002	SPIN-X
2,872,482	08/10/2004	78/069,591	06/18/2001	TREDEX
2,877,625	08/24/2004	78/294,735	09/02/2003	PHENOTECH
2,882,834	09/07/2004	78/077,996	08/07/2001	JENSPORTS

Foreign Trademark Applications

Country	Mark	Serial No.	Filing Date
JAPAN	SPORTCRAFT	53868/2004	06/10/2004
PERU	S LOGO	140978	N/A
PERU	S LOGO	140979	N/A
PERU	S LOGO	140980	N/A

Foreign Trademark Registrations

Country	Mark	Registration No.	Registration Date
Argentina	SPORTCRAFT	1482705	10/29/1982
Austria	SPORTCRAFT	142712	06/30/1992
Australia	SPORTCRAFT	452371	09/19/1986
Benelux	SPORTCRAFT	367230	04/28/1980
Brazil	SPORTCRAFT	817780483	05/21/1996
Canada	S LOGO	TMA347975	11/18/1988
Canada	PUB MASTER	TMA358,064	06/30/1989
Canada	SPORT-CESSORIES	TMA364935	02/02/1990
Canada	SPORTCRAFT	TMA187239	12/15/1972

Country	Mark	Registration No.	Registration Date
Canada	TAVERNER	TMA338325	03/18/1988
Canada	TOP CORNER	TMA439592	02/17/1995
Canada	MAGIC PADDLES	TMA429921	07/01/1994
Canada	MAGIC MITTS	TMA450975	12/01/1995
China	S LOGO	811507	01/28/1996
China	SPORTCRAFT	550995	04/30/2001
CTM	TOP CORNER	180927	07/09/1998
CTM	SPORTCRAFT	000302182	04/04/2000
CTM	S LOGO	000352120	05/08/1999
Denmark	SPORTCRAFT	VR 1981 04252	12/30/1981
Ecuador	SPORTCRAFT	3358/95	11/15/1995
France	SPORTCRAFT	1,595,344	02/03/2000
Germany	SPORTCRAFT	1025428	11/12/1981
Germany	S LOGO	1178347	06/26/1991
Hong Kong	S LOGO	8170/1995	09/27/1995
Hong Kong	SPORTCRAFT	B1921/1984	02/21/1984
Indonesia	SPORTCRAFT	249515	05/19/1989
Indonesia	SPORTCRAFT	433047	10/15/1999
Indonesia	SPORTCRAFT	433048	10/15/1999
Indonesia	SPORTCRAFT	433049	10/15/1999
Ireland	S LOGO	156629	01/13/1993
Ireland	SPORTCRAFT	155253	01/13/1993
Italy	SPORTCRAFT	401399	02/12/1986
Japan	POWER SHOOT HOCKEY	4071718	10/24/1997
Japan	S LOGO	4027641	07/11/1997
Korea	XBH	140433	05/07/1987
Malaysia	SPORTCRAFT	89006694	07/23/2004
Mexico	S LOGO	395,847	05/31/1991
Mexico	SPORTCRAFT	267,131	10/02/1981
New Zealand	S LOGO	233071	12/29/1993
New Zealand	SPORTCRAFT	B198230	11/12/1989

Country	Mark	Registration No.	Registration Date
Norway	SPORTCRAFT	110032	12/03/1981
Pakistan	SPORTCRAFT	109251	01/10/1991
Peru	SPORTCRAFT	00087956	04/10/2003
Peru	SPORTCRAFT	00087957	04/10/2003
Peru	SPORTCRAFT	00087958	04/10/2003
Philippines	SPORTCRAFT	50727	06/03/1991
Portugal	SPORTCRAFT	294,395	11/24/1994
Singapore	SPORTCRAFT	T90/08241C	12/01/1990
South Africa	SPORTCRAFT	88/8690	07/03/1991
South Africa	SPORTCRAFT	88/8691	07/03/1991
South Africa	SPORTCRAFT	88/8692	07/03/1991
South Africa	S LOGO	93/6480	07/30/1993
South Africa	S LOGO	93/6481	07/30/1993
Sweden	SPORTCRAFT	181,863	06/11/1982
Switzerland	SPORTCRAFT	323326	01/06/1983
Taiwan	XBH	353,749	01/16/1987
Taiwan	XBH	363,276	04/15/1987
Taiwan	XBH	364,343	04/30/1987
Taiwan	SPORTCRAFT	115,420	05/16/1979
Taiwan	S LOGO	505877	11/15/1990
United Kingdom	MAGIC MITTS	1482737	10/22/1993
United Kingdom	S LOGO	1411409	09/18/1992
United Kingdom	PUB MASTER	B1359347	01/29/1990
United Kingdom	SPORTCRAFT	1334307	01/11/1991
Venezuela	SPORTCRAFT	231209	07/07/2000
Venezuela	SPORTCRAFT	Waiting for Certificate	06/28/2002
Venezuela	S LOGO	188738	04/26/1996

State Trademark Registrations

State	Mark	Registration No.	Registration Date
Michigan	Sporting Goods Packaging Design	M01-286	10/27/1999

Michigan	Sporting Goods Packaging Design	M01-287	10/27/1999
New York	TURF-HIDE	R-28723	07/14/1977