

08-26-2005



102990226

documents or copy thereof.

To the Honorable Commissioner of Patents and Trad

1. Name of conveying party(ies):
MISSION HOCKEY COMPANY
1801 South Standard
Santa Ana, CA 92707

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State of California
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **The CIT Group/Business Credit, Inc.**
Internal Address:
Street Address: **300 South Grand Avenue**
Third Floor
City: **Los Angeles** State: **CA** ZIP: **90071**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of **New York**
 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: **April 30, 2004**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
BETTY (Class 28) (Reg. No. 2,613,364)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mrs. Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: **24**

7. Total fee (37 CFR 3.41) \$ **615⁰⁰**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE **Charge 615**

9. Statement and signature.
To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.
MRS. KIM WALKER *Kim Walker*
Name of Person Signing Signature
Christine Wil *Christine Wil*

May 21, 2004
Date

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

EXHIBIT "A"

**MISSION HOCKEY COMPANY
TRADEMARK APPLICATIONS AND REGISTRATIONS**

Updated on April 27, 2004

United States Trademarks

Country	Trademark	Status	Application Date	Registration Date	Class	Notes
USA	BETTY'S FLYWEIGHT (Class 28)	Unfiled				Application unfiled. Client decided to file an application for BETTY.
USA	BETTY (Class 28)	76/152,382	24-Oct-2000	27-Aug-2002	2,613,364	Registered. Section 8&15 Affidavits due between 27-Aug-2007 and before 27-Aug-2008.
USA	BILTRITE (Class 9)	75/127,806	02-Jul-1996			Abandoned.
USA	BILTRITE (Class 28)	74/631,625	08-Feb-1995	28-Jan-1997	2,033,324	Registered. Notice of Acceptance and Acknowledgement of Section 8&15 on 22-May-2003. Renew U.S. trademark registration before 28-Jan-2007.
USA	BIOMORPHIC (Class 28)	75/299,669	29-May-1997	20-Jul-1999	2,263,544	Registered. Section 8&15 Affidavits due between 20-Jul-2004 and before 20-Jul-2005.
USA	CONCENTRATED FLEX (Class 28)	75/737,182	25-Jun-1999	10-Oct-2000	2,393,215	Registered. Section 8&15 Affidavits due between 10-Oct-2005 and before 10-Oct-2006.
USA	FLUX (Class 28)	74/625,091	24-Jan-1996			Abandoned on 01-Apr-1996.

USA	FLY WEIGHT (Class 9)	75/681,355	13-Apr-1999			Abandoned. Client instructed us to allow application to abandon in due course.
USA	FLY WEIGHT (Class 28)	75/681,354	13-Apr-1999	2,523,125	25-Dec-2001	Registered. Section 8&15 Affidavits due between 25-Dec-2006 and before 25-Dec-2007.
USA	HI-LO (Class 28)	75/264,068	26-Mar-1997	2,192,838	29-Sep-1998	Registered. Section 8&15 Affidavits filed 1-Oct-2003; Notice of Acceptance dated 14-Nov-2003. First Renewal Due between 29-Sep-2007 and 29-Sep-2008.
USA	M-1 (Class 28)	76/414,492	03-Jun-2002	2,706,836	15-Apr-2003	Registered. Section 8&15 Affidavits due between 15-Apr-2008 and before 15-Apr-2009.
USA	M-2 (Class 28)	78/292,843	27-Aug-2003			Pending. Final review prior to publication has been completed. Application will be published 4-May-2004.
USA	M and Design (Flying M) (Class 28)	75/648,280	27-Mar-1998	2,302,290	21-Dec-1999	Registered. Section 8&15 Affidavits due between 21-Dec-2004 and before 21-Dec-2005.
USA	Miscellaneous Design "Logo Placement on Pants" (Class 25)	75/240,716	12-Feb-1997			Abandoned. Client instructed us to allow application to abandon in due course.
USA	Miscellaneous Design "Logo Placement on Pants" (Class 25)	75/240,717	12-Feb-1997			Abandoned. Client instructed us to allow application to abandon in due course.

USA	MISSION (Classes 9 and 28)	74/624,947	24-Jan-1994	2,211,348	15-Dec-1998	Registered. Section 8&15 Affidavits due between 15-Dec-2003 and before 15-Dec-2004.
USA	MISSION (Class 25)	75/575,386	23-Oct-1998	2,323,531	29-Feb-2000	Registered. Section 8&15 Affidavits due between 28-Feb-2005 and before 28-Feb-2006.
USA	MISSION and Design (Class 28)	75/525,204	24-Jul-1998	2,267,286	03-Aug-1999	Registered. Section 8&15 Affidavits due between 03-Aug-2004 and before 03-Aug-2005.
USA	MISSION HOCKEY and Design (Class 28)	Application Unfiled				Application unfiled.
USA	PITCH (Class 28)	78/126,651	06-May-2002	2,783,253	11-Nov-2003	Registered. Section 8&15 Affidavits due between 11-Nov-2008 and before 11-Nov-2009.
USA	PROTO VSI (Class 28)	75/045,791	19-Jan-1996	2,023,922	17-Dec-1996	Cancelled. Client no longer using the mark and allowed registration to cancel under Section 8.
USA	U.S. HOCKEY RESEARCH TRICK PARTS FOR REVOLUTIONARIES and Design (Class 28)	74/647,614	16-Mar-1995			Abandoned. Abandoned – no statement of use filed – on 12-Mar-1998.
USA	WHIP FLEX (Class 28)	75/737,177	25-Jun-1999	2,389,645	26-Sep-2000	Registered. Section 8&15 Affidavits due between 26-Sep-2005 and before 26-Sep-2006.
USA	XY and Design (Class 28)	75/264,788	27-Mar-1997			Abandoned. Client instructed us to allow application to abandon in due course; Notice of Abandonment on 23-Dec-1998.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Mission Hockey Company)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") is entered into as of April 30, 2004, by and among THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (the "U.S. Lender") with offices located at 300 South Grand Avenue, Los Angeles, California 90071, and MISSION HOCKEY COMPANY, a California corporation ("Grantor"), having a principal place of business at 1801 South Standard, Santa Ana, CA 92707, with reference to the following facts:

A. Grantor is the owner of certain intellectual property, identified below on Schedules A, B, and C attached hereto (or any addendum thereto), in which Grantor is granting a security interest to the U.S. Lender;

B. The U.S. Lender and Grantor and Robin Burns Enterprises, Inc., a Vermont corporation (collectively, as joint and several co-borrowers, the "U.S. Borrowers") are entering into that certain First Amended and Restated Loan and Security Agreement, dated as of even date herewith (the "Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

C. To induce the U.S. Lender to make the financial accommodations provided to the U.S. Borrowers pursuant to the Loan Agreement, Grantor desires to pledge, grant, transfer, and assign to the U.S. Lender a security interest in the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined) as provided herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** All initially capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a

license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)

(iv) All of Grantor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of the U.S. Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Grantor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of the U.S. Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Grantor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Grantor or in the name of the U.S. Lender for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Grantor to the U.S. Lender, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the U.S. Lender or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor and its counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the U.S. Lender and Grantor.

2. GRANT OF SECURITY INTEREST.

Grantor hereby grants to the U.S. Lender a first-priority perfected security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Grantor or licensed to Grantor,

together with the information in respect of the filing or issuance thereof as set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with the information in respect of the filing or issuance thereof as set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with the information in respect of the filing or issuance thereof as set forth on Schedule C.

3.2 Validity; Enforceability. Each of Grantor's copyrights, patents, service marks and trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks;

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of **California** and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by the U.S. Lender of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to the U.S. Lender with respect to the acquisition or registration of rights to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to the U.S. Lender any information with respect thereto requested by the U.S. Lender. The U.S. Lender shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify the U.S. Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Grantor grants the U.S. Lender power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following an Event of Default in the U.S. Lender's discretion, to take any action and to execute any instrument which the U.S. Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for the U.S. Lender to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that the U.S. Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the U.S. Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Grantor grants to the U.S. Lender and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Grantor or in any document furnished to the U.S. Lender by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects the U.S. Lender after ten (10) days written notice to Grantor.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, the U.S. Lender shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. The U.S. Lender may notify licensees to make royalty payments on license agreements directly to the U.S. Lender;

9.2 Sale. The U.S. Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as the U.S. Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor five days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by the U.S. Lender, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the U.S. Lender shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, the U.S. Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by the U.S. Lender at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR IN ANY OTHER COURT WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY AND PERSONAL JURISDICTION OVER THE PARTIES THERETO. GRANTOR AND U.S. LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND U.S. LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and the U.S. Lender.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without the U.S. Lender's prior written consent and any prohibited assignment shall be absolutely void. The U.S. Lender may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the U.S. Lender or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties

and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both the U.S. Lender and Grantor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Grantor shall pay to the U.S. Lender on demand all costs and expenses that the U.S. Lender pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to the U.S. Lender; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the U.S. Lender arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

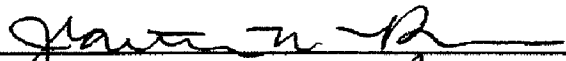
11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

11.10 Termination By the U.S. Lender. After termination of the Loan Agreement and when the U.S. Lender has received payment and performance, in full, of all Obligations, the U.S. Lender shall execute and deliver to Grantor a termination of all of the security interests granted by Grantor hereunder.

11.11 Integration. This Agreement, together with the Loan Agreement and other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

THE CIT GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By: 
Name: JANNETTE M. BEHR
Title: VP

MISSION HOCKEY COMPANY,
a California corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

THE CIT GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By: _____
Name: _____
Title: _____

MISSION HOCKEY COMPANY,
a California corporation

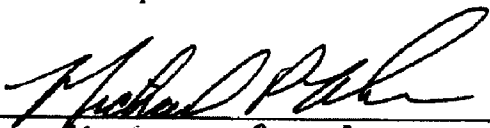
By:  _____
Name: Michael P. Whan
Title: CEO

EXHIBIT "A"

**MISSION HOCKEY COMPANY
TRADEMARK APPLICATIONS AND REGISTRATIONS**

Updated on April 27, 2004

United States Trademarks

Country	Trademark	Class	Status	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Remarks
USA	BETTY'S FLYWEIGHT (Class 28)		Unfiled					Application unfiled. Client decided to file an application for BETTY.
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USA	BIOMORPHIC (Class 28)	75/299,669		2,263,544	20-Jul-1999			Registered. Section 8&15 Affidavits due between 10-Oct-2005 and before 10-Oct-2006. Abandoned on 01-Apr-1996.
USA	CONCENTRATED FLEX (Class 28)	75/737,182		2,393,215	10-Oct-2000			
USA	FLUX (Class 28)	74/625,091						

Country	Class	Serial Number	Registration Date	Amount	Priority Date	Amount	Amount	Status and Next Action Required
USA	FLY WEIGHT (Class 9)	75/681,355	13-Apr-1999					Abandoned. Client instructed us to allow application to abandon in due course.
USA	FLY WEIGHT (Class 28)	75/681,354	13-Apr-1999	2,523,125			25-Dec-2001	Registered. Section 8&15 Affidavits due between 25-Dec-2006 and before 25-Dec-2007.
USA	HI-LO (Class 28)	75/264,068	26-Mar-1997	2,192,838			29-Sep-1998	Registered. Section 8&15 Affidavits filed 1-Oct-2003; Notice of Acceptance dated 14-Nov-2003. First Renewal Due between 29-Sep-2007 and 29-Sep-2008.
USA	M-1 (Class 28)	76/414,492	03-Jun-2002	2,706,836			15-Apr-2003	Registered. Section 8&15 Affidavits due between 15-Apr-2008 and before 15-Apr-2009.
USA	M-2 (Class 28)	78/292,843	27-Aug-2003					Pending. Final review prior to publication has been completed. Application will be published 4-May-2004.
USA	M and Design (Flying M) (Class 28)	75/648,280	27-Mar-1998	2,302,290			21-Dec-1999	Registered. Section 8&15 Affidavits due between 21-Dec-2004 and before 21-Dec-2005.
USA	Miscellaneous Design "Logo Placement on Pants" (Class 25)	75/240,716	12-Feb-1997					Abandoned. Client instructed us to allow application to abandon in due course.
USA	Miscellaneous Design "Logo Placement on Pants" (Class 25)	75/240,717	12-Feb-1997					Abandoned. Client instructed us to allow application to abandon in due course.

Country	Class	Application No.	Registration No.	Priority Date	Registration Date	Serial No.	Registration Date	Status
USA	MISSION (Classes 9 and 28)	74/624,947	2,211,348	24-Jan-1994	15-Dec-1998	Registered. Section 8&15 Affidavits due between 15-Dec-2003 and before 15-Dec-2004.		
USA	MISSION (Class 25)	75/575,386	2,323,531	23-Oct-1998	29-Feb-2000	Registered. Section 8&15 Affidavits due between 28-Feb-2005 and before 28-Feb-2006.		
USA	MISSION and Design (Class 28)	75/525,204	2,267,286	24-Jul-1998	03-Aug-1999	Registered. Section 8&15 Affidavits due between 03-Aug-2004 and before 03-Aug-2005.		
USA	MISSION and HOCKEY Design (Class 28)	Application Unfiled				Application unfiled.		
USA	PITCH	78/126,651	2,783,253	06-May-2002	11-Nov-2003	Registered. Section 8&15 Affidavits due between 11-Nov-2008 and before 11-Nov-2009.		
USA	PROTO VSI (Class 28)	75/045,791	2,023,922	19-Jan-1996	17-Dec-1996	Cancelled. Client no longer using the mark and allowed registration to cancel under Section 8.		
USA	U.S. HOCKEY RESEARCH TRICK PARTS FOR REVOLUTIONARI ES and Design (Class 28)	74/647,614		16-Mar-1995		Abandoned. Abandoned – no statement of use filed – on 12-Mar-1998.		
USA	WHIP FLEX (Class 28)	75/737,177	2,389,645	25-Jun-1999	26-Sep-2000	Registered. Section 8&15 Affidavits due between 26-Sep-2005 and before 26-Sep-2006.		
USA	XY and Design (Class 28)	75/264,788		27-Mar-1997		Abandoned. Client instructed us to allow application to abandon in due course; Notice of Abandonment on 23-Dec-1998.		

Australia Trademarks

Country	Trademark	App. No.	Reg. No.	Reg. Date	Status and Next Action Required
Australia	BILTRITE (Inter. Classes 9 and 28)	726095	726095	09-Jan-1998	Registered. Renew Australian trademark registration before 20-Jan-2007.
Australia	MISSION ROLLER HOCKEY (Inter. Classes 9 and 28)	726096	726096	05-Feb-1999	Registered. Renew Australian trademark registration before 20-Jan-2007.

Brazil Trademarks

Country	Trademark	App. No.	Reg. No.	Reg. Date	Status and Next Action Required
Brazil	BILTRITE (Inter. Class 28)	819,828,386	819,828,386	10-Aug-1999	Registered. Renew Brazilian trademark registration before 10-Aug-2009.
Brazil	MISSION ROLLER HOCKEY (Inter. Class 28)	819,828,360	819,828,360	10-Aug-1999	Registered. Renew Brazilian trademark registration before 10-Aug-2009.

Canada Trademarks

Country	Trademark	App. No.	Reg. No.	Reg. Date	Status and Next Action Required
Canada	BILTRITE (Inter. Class 28)	831,120	508,108	16-Feb-1999	Registered. Renew Canadian trademark registration before 16-Feb-2014.

Country	Trademark	Registration No.	Registration Date	Priority Date	Registration No.	Registration Date	Status/Action Required
Canada	HI-LO (Inter. Class 28)	853,158	08-Aug-1997	499,553	27-Aug-1998	Registered. Renew Canadian trademark registration before 27-Aug-2013.	
Canada	MISSION (Inter. Class 28)	1,060,061	23-May-2000	561,791	10-May-2002	Registered. Renew Canadian trademark registration before 10-May-2017.	
Canada	MISSION ROLLER HOCKEY (Inter. Class 28)	831,121	09-Dec-1996			Abandoned. Canadian Abandonment Notice dated 12-Jun-2002.	
Canada	PITCH (Inter. Class 28)	1,139,972	07-May-2002			Pending. Certified copy of corresponding U.S. trademark registration submitted. Application advertised on 03-Mar-2004.	

China Trademarks

Country	Trademark	Registration No.	Registration Date	Priority Date	Registration No.	Registration Date	Status/Action Required
China	BILTRITE (Inter. Class 28)	970017829	04-Mar-1997	1,176,432	21-May-1998	Registered. Renew Chinese trademark registration before 20-May-2008.	
China	MISSION ROLLER HOCKEY (Inter. Class 28)	970017828	04-Mar-1997	1,176,431	21-May-1998	Registered. Renew Chinese trademark registration before 20-May-2008.	

CTM European Community Trademarks

Country	Applicant Name	Registration No.	Registration Date	Classes	Registration Date	Status and Next Action Required
European Community	BILTRITE (Inter. Classes 9 and 28)	456335	22-Jan-1997			Abandoned. Mission Hockey Company notified us on 29-Oct-1999 to abandon this application and do not pay the registration fee. Associate confirmed on 04-Nov-1999 they filed a writ withdrawing this Community Trademark Application to avoid paying the registration fee.
European Community	MISSION ROLLER HOCKEY (Inter. Classes 9 and 28)	456285	22-Jan-1997	456285	18-Nov-1999	Registered. Renew European Community CTM Trademark registration before 22-Jan-2007.

Germany Trademarks

Country	Applicant Name	Registration No.	Registration Date	Classes	Registration Date	Status and Next Action Required
Germany	BILTRITE (Inter. Class 28)	39708106	24-Feb-1997	39708106	21-Aug-1997	Registered. Renew German trademark registration before 28-Feb-2007.
Germany	HI-LO (Inter. Class 28)	39746100	27-Apr-1998	39746100	27-Apr-1998	Registered. Renew German trademark registration before 26-Sep-2007.
Germany	MISION	39631924	23-Jul-1996	39631924	30-Sep-1996	Registered. Renew German trademark registration before 23-Jul-2006.

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status and Next Action Required
Germany	MISSION	39639604	11-Sep-1996	39639604	16-Dec-1996	Registered. Renew German trademark registration before 11-Sep-2006.
Germany	MISSION ROLLER HOCKEY (Inter. Class 28)	39706653	14-Feb-1997	39706653	13-Aug-1997	Registered. Renew German trademark registration before 14-Feb-2007.

Japan Trademarks

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status and Next Action Required
Japan	BILTRITE (Inter. Class 28)	005436/1997	21-Jan-1997	4,200,083	16-Oct-1998	Registered. Renew Japanese trademark registration before 16-Oct-2008.
Japan	MISSION ROLLER HOCKEY (Inter. Class 28)	005435/1997	21-Jan-1997	4,486,959	29-Jun-2001	Registered. Renew Japanese trademark registration before 29-Jun-2011.

Korea Trademarks

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status and Next Action Required
Korea	BILTRITE (Inter. Class 28)	97-6481	14-Feb-1997	410,998	20-Jul-1998	Registered. Renew Korean trademark registration before 20-Jul-2008.

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status and Next Action Required
Korea	MISSION ROLLER HOCKEY (Inter. Class 28)	97-6480	14-Feb-1997			Abandoned. Initial refusal of registration received from Korean Trademark Office, Associate rates chances of overcoming refusal as "BAD". Allowed application to abandon.

Switzerland Trademarks

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status and Next Action Required
Switzerland	BILTRITE (Inter. Classes 9 and 28)	00375/1997	21-Jan-1997	444,860	24-Sep-1997	Registered. Renew Switzerland trademark registration before 21-Jan-2007.
Switzerland	MISSION ROLLER HOCKEY (Inter. Classes 9 and 28)	00376/1997	21-Jan-1997	444,861	24-Sep-1997	Registered. Renew Switzerland trademark registration before 21-Jan-2007.

Taiwan Trademarks

Country	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Status and Next Action Required
Taiwan	BILTRITE (Inter. Class 28)	86007573	17-Feb-1997	817,959	16-Sep-1998	Registered. Renew Taiwan trademark registration before 15-Sep-2008.
Taiwan	MISSION (Inter. Class 28)	86008191	20-Feb-1997	844,217	16-Mar-1999	Registered. Renew Taiwan trademark registration before 15-Mar-2009.

Thailand Trademarks

Country	Trademark	Class	Serial No.	Registration No.	Registration Date	Renewal Date	Remarks
Thailand	BILTRITE (Inter. Class 28)	329243	28-Feb-1997	Kor75433	28-Feb-1997	Registered. Renew Thailand trademark registration before 28-Feb-2007.	
Thailand	MISSION ROLLER HOCKEY (Inter. Class 28)	329242	28-Feb-1997	Kor75434	28-Feb-1997	Registered. Renew Thailand trademark registration before 28-Feb-2007.	

EXHIBIT "B"

PATENTS AND PATENT APPLICATIONS

See schedule attached hereto.

Exhibit B

LA 152517v1 04/27/2004

TRADEMARK
REEL: 003151 FRAME: 0525

CONFIDENTIAL



**MISSION HOCKEY COMPANY
PATENT STATUS REPORT
revised: August 12, 2003**

BRIEF DESCRIPTION	COUNTRY	KMOB FILE #	SERIAL NUMBER	FILING DATE	PRIORITY (CASE)	PATENT NUMBER	ISSUE DATE	STATUS/COMMENTS
UTILITY PATENTS								
A-Frame Chassis	U.S.	DAREDEV.018A	08/682,808	07/10/96		5,810,369	09/22/98	ISSUED
.	Canada	DAREDEV.018VCA	2231351	07/10/97	7/10/96 (018A)			Pending Notice of Allowance received
.	U.S.	DAREDEV.018RA	09/669,869	09/22/00	7/10/96 (018A)			Pending - Reissue of 018A
Gloves With Vent Holes	U.S.	DAREDEV.013A	08/682,806	07/10/96		5,787,506	08/04/98	ISSUED - Sold to Warrior w/license back to Mission
.	U.S.	DAREDEV.013C1	09/128,958	08/04/98	7/10/96 (013A)	6,122,769	09/26/00	ISSUED - Sold to Warrior w/license back to Mission
.	U.S.	DAREDEV.013DV1	09/081,922	05/20/98	7/10/96 (013A)	6,085,354	07/11/00	ISSUED - Sold to Warrior w/license back to Mission
Driveshaft Blade Holder	U.S.	DAREDEV.053A	09/146,836	09/13/98	3/20/98 (053PR)	6,109,622	8/29/00	ISSUED
.	PCT	DAREDEV.053VPC	PCT US 99/00173	01/13/99	3/20/98 (053PR)			Entered Nat'l Phase
.	Europe	DAREDEV.053VEP	99 902 978.8	01/13/99	3/20/98 (053PR)			Pending
.	Canada	DAREDEV.053VCA	2324916	01/13/99	3/20/98 (053PR)			Pending
.	Czech	DAREDEV053VCZ	PV2000-3452	01/13/99	3/20/98 (053PR)			Pending
.	Czech	DAREDEV53VCZ2	PUV2000-11528	12/27/00	3/20/98 (053PR)	11695	11/16/01	ISSUED (Utility Model)
Asymmetrical/3 Finger Gloves	U.S.	DAREDEV.063A	09/420,738	10/20/99	11/6/98 (064PR)	6,584,615	7/11/03	ISSUED
.	Canada	DAREDEV.063VCA	2288593	11/5/99	11/6/98 (064PR)			Abandoned (revivable until 11/5/03)

Knobbe Martens Olsen & Bear LLP
Intellectual Property Law

CONFIDENTIAL

BRIEF DESCRIPTION	COUNTRY	KMOB FILE #	SERIAL NUMBER	FILING DATE	PRIORITY (CASE)	PATENT NUMBER	ISSUE DATE	STATUS/COMMENTS
Gloves With Locking Thumb	U.S.	DAREDEV.063DV1	10/446,501	5/28/03	11/6/98 (064PR)			Pending - divisional of 063A
Skate Boot with Contour Seams	U.S.	DAREDEV.095A	10/616,015	7/9/03	11/06/02 (095PR)			Pending
Skate Chassis With Pitch Adjustment	U.S.	DAREDEV.100A	10/188,151	7/1/02	6/29/01 (098PR)			Pending
Hockey Gove With Attachable Protector	PCT	DAREDEV.100VPC	PCT US 02/20943	7/1/02	6/29/01 (098PR)			Pending
In-line Roller Skates	U.S.	DAREDEV.108A	10/337,020	1/6/03	1/4/02 (108PR)	6,276,696	7/21/01	ISSUED
Improved Hockey Slick Blade	U.S.	DAREDEV.120A	08/678,991	7/12/96				Pending - provisional app
Sports Protective Gear (Slidable Pads)	U.S.	DAREDEV.125PR	60/455,102	3/13/03				Pending
	U.S.	DAREDEV.126A	10/626,821	7/23/03	7/9/03 (126PR)			

DESIGN PATENTS

Formula/AMP Blade Holder	U.S.	DAREDEV.057DA	29/081,113	12/22/97		D416,599	11/16/99	ISSUED
AMP Blade Holder	Canada	DAREDEV.057XCA	1998-1507	06/22/98	12/22/97 (057DA)	85936	2/19/99	ISSUED
Three-Finger Glove (design)	U.S.	DAREDEV.063DA	29/09619	11/6/98		D435,700	12/26/00	ISSUED
Flyweight Boot	U.S.	DAREDEV.086DA	29/112880	10/26/99		D441,939	5/15/01	ISSUED
Flyweight Boot	Canada	DAREDEV.086XCA	1067/2000	4/26/00	10/26/99 (086DA)	94480	1/25/02	ISSUED

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EXHIBIT "C"

REGISTERED COPYRIGHTS

None reported by Grantor.

Exhibit C

LA 152517v1 04/27/2004

RECORDED: 08/23/2005

**TRADEMARK
REEL: 003151 FRAME: 0528**