



7-28-05 RECORDED TRA 103052438

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
DMI Sports, Inc.
375 Commerce Drive
Fort Washington, PA 19034

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Wilmington Trust of Pennsylvania
Internal
Address: _____
Street Address: 2 West Market Street
City: West Chester
State: Pennsylvania
Country: Chester Zip: 19382

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) July 6, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s)
1,825,276; 1,825,275; 2,868,724

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paula T. Bradley, Paralegal
Internal Address: c/o McCausland, Keen & Buckman
Street Address: Radnor Court, Suite 160
259 N. Radnor-Chester Road
City: Radnor
State: PA Zip: 19087
Phone Number: (610) 341-1052
Fax Number: (610) 341-1099
Email Address: pbradley@mkballorneys.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Paula T. Bradley 07/26/2005
Signature Date

Paula T. Bradley, Paralegal Total number of pages including cover sheet, attachments, and document: 5
Name of Person Signing

08/01/2005 DEVRNE 00000116 1825276
01 FC:4521
02 FC:4522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Filing Date</u>	<u>Issuance Date</u>
Folding Backboard for Dart Game	6,045,132	4/28/1998	4/4/2000
Knockdown Cabinet for Dart Game	6,793,221B2	2/5/2003	9/21/04

EXHIBIT B

Trademarks

<u>Description</u>	<u>Reference Number</u>	<u>Registration Number</u>
Hustler	PH-209249-0043	1,825,275
Minnesota Fats	PH-209249-0013 PH-209249-0042	1,825,276
Legend		2,868,724

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of ~~June~~ ^{July 6th}, 2005 by and between WILMINGTON TRUST OF PENNSYLVANIA ("Bank") and DMI SPORTS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loan") in the amount and manner set forth in that certain Demand Loan Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain patents and trademarks to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the patents and trademarks listed on Schedules A and B hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A and B attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

375 Commerce Drive
Fort Washington, Pennsylvania 19034

Attn: President

DMI SPORTS, INC.

By: 

Title: President

BANK:

Address of Bank:

2 West Market Street
West Chester, Pennsylvania 19382

Attn: Michael A. Pascali, Vice President

WILMINGTON TRUST OF
PENNSYLVANIA

By: 

Title: Vice President

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