

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michigan Sporting Goods Distributors, Inc.		05/17/2006	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	401 Merritt Seven, 1st Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2409915	DRIFT CREEK
Registration Number:	2468538	DRIFT CREEK
Registration Number:	2489939	DRIFT CREEK
Registration Number:	2441129	DRIFT CREEK
Registration Number:	2526929	DRIFT CREEK
Registration Number:	2625989	DRIFT CREEK
Registration Number:	2584250	DRIFT CREEK EXPEDITION
Registration Number:	1959912	MC
Registration Number:	2307268	MC SPORTING GOODS
Registration Number:	1927937	MC SPORTS
Registration Number:	2542464	MC SPORTS CHARITIES
Registration Number:	2307267	MC SPORTS OUTDOOR CENTER
Registration Number:	2976959	NEWCASTLE

CH \$490.00 2409915

Registration Number:	2884788	NEWCASTLE
Registration Number:	2271833	SPORTS OUTLET
Registration Number:	2328553	STORE OF DREAMS
Registration Number:	1974106	TEAMMATES
Registration Number:	2432634	TRAVERSE BAY TACKLE
Serial Number:	78601772	TREND GOLF

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/19/2006

Total Attachments: 8
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**Michigan Sporting Goods Distributors, Inc.
Trademark Registration Numbers:**

2,409,915
2,468,538
2,489,939
2,441,129
2,526,929
2,625,989
2,584,250
1,959,912
2,307,268
1,927,937
2,542,464
2,307,267
2,976,959
2,884,788
2,271,833
2,328,553
1,974,106
2,432,634

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2006, is by MICHIGAN SPORTING GOODS DISTRIBUTORS, INC., a Michigan corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent for Lenders (“Agent”).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, among Grantor, the other Credit Parties signatory thereto from time to time, Agent, and the Lenders party thereto from time to time (including all annexes, exhibits, and schedules thereto and as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), Lenders have agreed to make the Loans to and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations under the Credit Agreement, Grantor executed and delivered to Agent, for the benefit of Agent and Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits, and schedules thereto and as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement and the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including the preamble and recitals to this Trademark Security Agreement) have the meanings ascribed to them in the Credit Agreement. The following capitalized terms used in this Trademark Security Agreement shall have the following respective meanings:

“Trademark License” means, with respect to any Person, rights under any written agreement now owned or hereafter acquired by such Person granting any right to use any Trademark.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter existing or adopted or acquired by such Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority security interest in all of Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, extensions, or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MICHIGAN SPORTING GOODS
DISTRIBUTORS, INC.**

By: *Bruce A. Ullery*
Name: Bruce A. Ullery
Title: President, Chief Executive Officer, and
Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR:

STATE OF MICHIGAN)
COUNTY OF KENT) ss.

On this 15TH day of May, 2006 before me personally appeared Bruce A. Ullery, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MICHIGAN SPORTING GOODS DISTRIBUTORS, INC., a Michigan corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

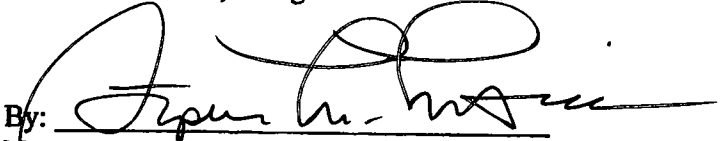
Betty J. Near
Notary Public

My Commission Expires:

BETTY J. NEAR
Notary Public - Kent County, MI
Expiration: May 27, 2008

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: Stephen M. Metivier

Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

COUNTRY	MARK	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
USA	DRIFT CREEK	12/15/1998	75/606,250	12/5/2000	2,409,915
USA	DRIFT CREEK	12/15/1998	75/979,709	7/10/2001	2,468,538
USA	DRIFT CREEK (and Design)	6/17/1999	75/731,549	9/18/2001	2,489,939
USA	DRIFT CREEK (and Design) Class 18	5/11/2000	76/046,796	4/3/2001	2,441,129
USA	DRIFT CREEK Class 18, 25, 28	5/11/2000	76/046,799	1/8/2002	2,526,929
USA	DRIFT CREEK Class 18, 25, 28	5/11/2000	76/046,767	9/24/2002	2,625,989
USA	DRIFT CREEK EXPEDITION (and Design)	6/17/1999	75/731,547	6/25/2002	2,584,250
USA	MC	10/4/1994	74/589,450	3/5/1996	1,959,912
USA	MC SPORTING GOODS	9/8/1998	75/549,868	1/11/2000	2,307,268
USA	MC SPORTS	10/12/1994	74/584,429	10/17/1995	1,927,937
USA	MC SPORTS CHARITIES (and Design)	5/31/2000	76/060,305	2/26/2002	2,542,464
USA	MC SPORTS OUTDOOR CENTER	9/8/1998	75/549,837	1/11/2000	2,307,267
USA	NEWCASTLE	5/30/2002	76/413,754	7/26/2005	2,976,959
USA	NEWCASTLE (and Design)	5/22/2002	76/412,375	9/14/2004	2,884,788
USA	SPORTS OUTLET (and Design)	3/18/1998	75/452,669	8/24/1999	2,271,833
USA	STORE OF DREAMS	11/6/1998	75/584,169	3/14/2000	2,328,553

COUNTRY	MARK	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
USA	TEAMMATES	3/18/1994	74/501,438	5/14/1996	1,974,106
USA	TRAVERSE BAY TACKLE	9/8/1998	75/549,835	3/6/2001	2,432,634
USA	TREND GOLF	4/5/2005	78/601,772	PENDING	
USA	TECHWEAR	PROPOSED			
	[OTHER TRADEMARKS TBD]				

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RECORDED: 05/19/2006

TRADEMARK
REEL: 003312 FRAME: 0342