TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huffy Sports Deleware, Inc.		05/22/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Wachovia Capital Finance Corporation (Central), As Agent
Street Address:	150 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	1542715	835
Registration Number:	1767509	845
Registration Number:	1543713	845
Registration Number:	1731301	845 SILVER SCOT
Registration Number:	1902210	855
Registration Number:	1964435	855
Registration Number:	1893698	855 SILVER SCOT
Registration Number:	1018459	ACCUBAR
Registration Number:	3036188	ACCUBAR GOLD
Serial Number:	78519815	ADVISORY
Serial Number:	78651847	ALLEGRETTO
Serial Number:	78830710	AYR TIME
Registration Number:	1531013	CAVITY BALANCED
Registration Number:	2838798	DEFINITY GOLF

OP $1840.00 1542715

Registration Number:	2921408	DLT
Registration Number:	2938740	DYNAMIC LOFT TECHNOLOGY
Registration Number:	3064063	EASY OUT
Registration Number:	3091332	EFT
Registration Number:	2541071	EVO
Registration Number:	1487630	FEARLESS
Registration Number:	1429431	FLOW WEIGHTED
Registration Number:	1421253	FORMULA
Registration Number:	1764634	FX
Registration Number:	1043624	GOLDEN GIRL
Serial Number:	78519813	GOLDEN GIRL
Registration Number:	2774560	GOLDEN RAM
Registration Number:	2729063	HOT SCOT
Registration Number:	1488656	LITHIUM BALATA
Registration Number:	1652515	LX
Registration Number:	2286912	MEMORIAL
Registration Number:	3121736	MORPH
Registration Number:	2766048	PROFILE PLAYER PROFILE ARMOUR FITTING
Registration Number:	3123006	PRO SPIN
Registration Number:	1089318	RAM
Registration Number:	1246429	RAM
Registration Number:	3038308	RAM
Serial Number:	78287187	RAM
Registration Number:	2439218	RAM
Registration Number:	2774561	RAM 3-D
Registration Number:	2998619	RAM LASER
Registration Number:	2774559	RAM TOUR
Serial Number:	78833065	RAM WIZARD
Registration Number:	2342282	ROLL-FACE
Serial Number:	78656667	ROYAL SCOT
Registration Number:	1336904	SILVER SCOT
Registration Number:	1718352	SPORTSMAN
Registration Number:	2867482	SUPER SCOT
Serial Number:	78591457	TAG
Registration Number:	2724847	TD SELECT

Registration Number:	1758499	TEARDROP
Serial Number:	78287189	TEARDROP
Registration Number:	2416243	TEAR DROP
Registration Number:	2409169	
Registration Number:	1379348	TOMMY ARMOUR
Registration Number:	2929892	TOMMY ARMOUR
Serial Number:	78238076	TOMMY ARMOUR
Registration Number:	2968530	TOMMY ARMOUR
Serial Number:	78603090	TAG TOMMY ARMOUR GOLF
Registration Number:	3002280	TOMMY ARMOUR SILVERBACK
Serial Number:	78458773	TOMMY ARMOUR TORCH
Serial Number:	78458766	TORCH
Registration Number:	1214976	TOUR GRIND
Registration Number:	1495236	TOUR STEP
Registration Number:	3010453	TOUR STEP PLATINUM
Registration Number:	1072802	TRADITION
Registration Number:	1013005	WIZARD
Registration Number:	1058591	WORLD TOUR
Registration Number:	1002903	ZEBRA
Registration Number:	1193692	ZEBRA
Registration Number:	3098867	ZEBRA
Registration Number:	1760027	
Registration Number:	1255411	RECOVERY
Serial Number:	78898855	HYRON

CORRESPONDENCE DATA

Fax Number: (212)682-6104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-682-3665

Email: cpellegrino@oshr.com

Correspondent Name: Cathleen S. Pellegrino, Legal Assisant

Address Line 1: 230 Park Avenue

Address Line 2: Otterbourg, Steindler, Houston & Rosen

Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	James M. Cretella
Signature:	/James M. Cretella/

Date:	10/16/2006

Total Attachments: 35
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SCHEDULE A

to

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Trademarks and Applications

MARK	REGISTRATION NO.	SERIAL NO.
835	1542715	
845	1767509	
845	1543713	
845 Silver Scot	1731301	
855	1902210	
855	1964435	
855 Silver Scot	1893698	
Accubar	1018459	
Accubar Gold	3036188	
Advisory		78519815
Allegretto		78651847

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MARK	REGISTRATION NO.	SERIAL NO.
Ayr Time		78830710
Cavity Balanced	1531013	
Definity Golf	2838798	
DLT	2921408	
Dynamic Loft Technology	2938740	
Easy Out	3064063	
EFT	3091332	
EVO	2541071	
Fearless	1487630	
Flow Weighted	1429431	
Formula	1421253	
FX	1764634	
Golden Girl	1043624	
Golden Girl		78519813
Golden Ram	2774560	
Hot Scot	2729063	
Lithium Balata	1488656	

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MARK	REGISTRATION NO.	SERIAL NO.
LX	1652515	
Memorial	2286912	
Morph	3121736	
Profile Player Profile Armour Fitting	2766048	
Pro Spin	3123006	
Ram	1089318	
Ram	1246429	
Ram	3038308	
Ram		78287187
Ram	2439218	
Ram 3-D	2774561	
Ram Laser	2998619	
Ram Tour	2774559	
Ram Wizard		78833065
Roll-Face	2342282	
Royal Scot		78656667

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MARK	REGISTRATION NO.	SERIAL NO.
Silver Scot	1336904	
Sportsman	1718352	
Super Scot	2867482	
Tag		78591457
TD Select	2724847	
Teardrop	1758499	
Teardrop		78287189
Teardrop & Design	2416243	
Teardrop Design	2409169	
Tommy Armour	1379348	
Tommy Armour	2929892	
Tommy Armour		78238076
Tommy Armour	2968530	
Tag Tommy Armour Golf		78603090
Tommy Armour Silverback	3002280	
Tommy Armour Torch		78458773

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MARK	REGISTRATION NO.	SERIAL NO.
Torch		78458766
Tour Grind	1214976	
Tour Step	1495236	
Tour Step Platinum	3010453	
Tradition	1072802	
Wizard	1013005	
World Tour	1058591	
Zebra	1002903	
Zebra & Design	1193692	
Zebra & Design	3098867	
Zebra Design	1760027	
Recovery	1255411	
Hyron		78/898855

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of May 22, 2006, is by and between HUFFY SPORTS DELAWARE, INC., a corporation organized under the laws of Delaware ("Debtor"), with its registered office at 225 Byers Road, Miamisburg, Ohio 45342 and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), in its capacity as agent (in such capacity, "Agent" or "Secured Party") for itself and the financing institutions from time to time party to the Loan Agreement (as defined below) as lenders (collectively, the "Lenders").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and certain affiliates of Debtor ("Borrowers") have entered into financing arrangements with Secured Party and Lenders pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Third Amended and Restated Loan and Security Agreement, dated October 13, 2005, by and among Secured Party, Lenders, Borrowers, Debtor, and certain of Debtor's affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantees (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrowers to Secured Party and Lenders as set forth in two Guarantees, each dated on or about October 13, 2005, by Debtor in favor of Secured Party (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, each a "Guarantee" and collectively, "Guarantees"); and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant to the Loan Agreement and the other Financing Agreements, Debtor has agreed to grant to Secured Party for the benefit of itself and the other Lenders certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party each hereby agree as follows:

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1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for the benefit of itself and the other Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of (but only, in the case of any "intent to use" trademark application, upon the filing of a statement of use with respect thereto) of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office ("CIPO") or in any similar office or agency of the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party for the benefit of itself and the other Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, any Lender or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantees, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), Companies' Creditors Arrangement Act (Canada) or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or

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unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks, CIPO or any other appropriate federal, state, provincial or other government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

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(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise, for and on behalf of itself and the other Lenders, of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party or any Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and reasonable legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Secured Party in writing within ten (10) days after the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office, CIPO or in any similar office or agency in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, Canada, or any State or Province thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party for the benefit of itself and the other Lenders.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, omit to do such act or fail to maintain any of the Trademarks after thirty (30) days prior written notice to Secured Party with respect to any Trademark that satisfies each of the following conditions: (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates, (ii) such Trademark has not been used by Debtor or any of its affiliates for a period of six (6) months or more from the date of such written notice to Secured Party and (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates in any respect and has little or no value. Debtor shall notify Secured Party immediately if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

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(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, CIPO, any federal, state or provincial court, or any similar office or agency in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, exercised reasonably, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and reasonable legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all reasonable expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, and all reasonable collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and any Lender set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

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At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and Lenders, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party, for and on behalf of itself and the other Lenders shall have the following rights and remedies, which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party or any Lender by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine. Secured Party may require that neither Debtor nor any affiliate of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, Canada, their respective provinces, territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of twenty (20) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and

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Lenders may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, any Lender and their respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Debtor and Secured Party each hereby irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor, on the one hand, and Secured Party and Lenders, on the other hand, in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party and Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed ten (10) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by

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service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR, ON THE ONE HAND, AND SECURED PARTY AND LENDERS, ON THE OTHER HAND, IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO, OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Neither Secured Party nor any Lender shall have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, ten (10) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Huffy Sports Delaware, Inc.
c/o Nancy A. Michaud, Esq.

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	Huffy Corporation 225 Byers Road Miamisburg, Ohio 45342
with a copy to:	Charles F. Hertlein, Jr., Esq. Dinsmore & Shohl LLP 1900 Chemed Center 255 East Fifth Street Cincinnati, Ohio 45202
If to Secured Party or any Lender:	Wachovia Capital Finance Corporation (Central), as Agent 150 South Wacker Drive, Suite 2200 Chicago, Illinois 60606 Attention: Portfolio Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party, Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an

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authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

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TRADEMARK
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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

HUFFY SPORTS DELAWARE, INC.

By: _____

Title: Secretary

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent

By: _____

Title: _____

700711.7

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

HUFFY SPORTS DELAWARE, INC.

By:_____

Title:_____

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent

By: [illegible]

Title: VP

700711.7

STATE OF Ohio)
) ss.:
COUNTY OF MONTGOMERY)

On this 11th day of October, 2006, before me personally came Nancy A. Michaud to me known, who being duly sworn, did depose and say, that he/she is the authorized signatory of HUFFY SPORTS DELAWARE, INC. the corporation described in the foregoing instrument; and that he signed his name thereto by order of said corporation.

Janis L. Galvas
Notary Public

JANIS L. GALVAS, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 31, 2010

700711.7

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

[see attached]

TRADEMARK
REEL: 003409 FRAME: 0513

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
835	CA 616906	Golf clubs	Registered	8/18/04
835	EM 3304061	Golf clubs	Registered	12/17/04
835	US 1542715	Golf clubs	Registered	6/6/89
845	CA 616777	Golf clubs & accessories	Registered	8/17/04
845	EM 3304086	Golf equipment	Pending	8/8/03
845	US 1767509	Caps and visors	Registered	4/27/93
845	US 1543713	Golf clubs	Registered	6/13/89
845 SILVER SCOT	JP 4830403	Golf clubs & accessories	Registered	1/7/05
845 SILVER SCOT & DESIGN	CA 409415	Golf clubs	Registered	3/12/93
845 SILVER SCOT & DESIGN	US 1731301	Golf clubs & accessories	Registered	11/10/92
855	CA 473796	Golf clubs & accessories	Registered	3/26/97
855	US 1902210	Golf clubs	Registered	6/27/95
855 SILVER SCOT & DESIGN	US 1893698	Golf clubs	Registered	5/9/95
A FORGIVING CLUB FOR AN UNFORGIVING GAME	JP 4790114	Golf clubs & accessories	Registered	7/30/04
ACCUBAR	CA 293189	Golf clubs	Registered	7/20/84
ACCUBAR	DE 979924	Golf clubs & accessories	Registered	12/19/78
ACCUBAR	EM 3779774	Golf equipment	Pending	4/7/04
ACCUBAR	GB 1038975	Sporting articles	Registered	11/27/74
ACCUBAR	JP 2625238	Golf clubs & accessories	Registered	2/28/94
ACCUBAR	US 1018459	Golf clubs	Registered	8/19/75
ACCUBAR GOLD	US 3036188	Golf clubs	Registered	12/27/05
ADVISORY	US 78/519815	Golf clubs	Pending	11/19/04

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
ALLEGRETTO	CA 1262178	golf equipment including golf clubs	Pending	6/22/05
ALLEGRETTO	US 78/651847	golf equipment including golf clubs	Pending	6/16/05
AYR TIME	US 78/830710	Golf equipment and golf clubs	Pending	3/7/06
CAVITY BALANCED	US 1531013	Golf clubs	Registered	3/21/89
CONCEPT	CA 237100	Golf clubs	Registered	11/9/79
DEFINITY GOLF	US 2838798	Golf putting club swing aids. Golf equipment	Registered	5/4/04
DLT	CA 603159	Golf clubs & accessories	Registered	2/25/04
DLT	US 2921408	Golf clubs & accessories	Registered	1/25/05
DYNAMIC LOFT TECHNOLOGY	CA 652277	Golf clubs & accessories	Registered	11/4/05
DYNAMIC LOFT TECHNOLOGY	US 2938740	Golf clubs & accessories	Registered	4/5/05
EASY OUT	CA 662673	Golf clubs & accessories	Registered	4/18/06
EASY OUT	EM 3224541	Golf clubs & accessories	Registered	12/6/04
EASY OUT	JP 4778121	Golf clubs & accessories	Registered	6/11/04
EASY OUT	US 3064063	Golf clubs	Registered	2/28/06
EFT	US 3091332	Golf clubs	Registered	5/09/06
EVO	AU 824393	Golf clubs & accessories	Registered	4/24/01
EVO	CA 591321	Golf clubs & accessories	Registered	10/2/03
EVO	EM 1509314	Golf clubs & accessories	Registered	1/13/03
EVO	JP 4423179	Golf clubs & accessories	Registered	10/6/00
EVO	KR 495306	Golf clubs & accessories	Registered	6/12/01
EVO	US 2541071	Golf clubs & accessories	Registered	2/19/02
EVO	ZA 2000/03060	Golf clubs & accessories	Registered	6/13/03
FEARLESS	US 1487630	Golf clubs	Registered	5/10/88
FEATHERLITE	CA 324684	Golf clubs & accessories	Registered	3/13/87

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
FLOW WEIGHTED	US 1429431	Golf clubs	Registered	2/17/87
FORMULA	US 1421253	Golf clubs	Registered	12/16/86
FX	BX 534331	Golf clubs & accessories	Registered	8/2/93
FX	CA 436626	Golf clubs	Registered	12/2/94
FX	EM 3224581	Golf clubs & accessories	Registered	12/22/04
FX	FR 93480742	Golf clubs & accessories	Registered	1/28/94
FX	GB 2105508	Golf clubs & accessories	Registered	8/7/98
FX	TW 640998	Golf Clubs	Registered	4/16/94
FX	US 1764634	Golf clubs	Registered	4/13/93
FX	ZA B93/6495	Golf clubs & accessories	Registered	6/5/95
GOLDEN GIRL	CA 1207099	Golf clubs & accessories	Pending	2/20/04
GOLDEN GIRL	GB 1188178	Golf shoes and gloves	Registered	12/19/84
GOLDEN GIRL	GB 1188179	Golf clubs & accessories	Registered	12/19/84
GOLDEN GIRL	US 1043624	Golf balls	Registered	7/13/76
GOLDEN GIRL	US 78/519813	Golf clubs	Pending	11/19/04
GOLDEN RAM	JP 1368601	Golf clubs & accessories	Registered	1/30/79
GOLDEN RAM	JP 2133790	Clothing	Registered	4/28/89
GOLDEN RAM	KR 94476	Golf clubs & accessories	Registered	9/8/83
GOLDEN RAM	US 2774560	Golf balls	Registered	10/21/03
HOT SCOT	AU 672848	Golf equipment	Registered	1/7/97
HOT SCOT	CA 467339	Golf equipment	Registered	12/9/96
HOT SCOT	EM 3316478	Golf Equipment	Registered	1/28/05
HOT SCOT	GB 2034589	Golf clubs & accessories	Registered	4/1/97
HOT SCOT	JP 4097985	Sporting good equipment	Registered	12/26/97
HOT SCOT	US 2729063	Golf clubs and head covers	Registered	6/24/03
HYRON	US 78/898855	Golf clubs & golf sets	Pending	6/02/06
LITHIUM BALATA	US 1488656	Golf balls	Registered	5/17/88

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
LX	US 1652515	Golf clubs	Registered	7/30/91
MEMORIAL	US 2286912	Golf clubs	Registered	10/19/99
MORPH	US 3121736	Golf clubs	Registered	7/25/06
PLAYER PROFILE ARMOUR FITTING & DESIGN	US 2766048	Golf equipment	Registered	9/23/03
PRO SPIN	US 3123006	Golf equipment, namely, golf clubs	Registered	8/1/06
RAM	AR 1573513	Goods in class 28	Registered	4/2/85
RAM	AU A306515	Golf clubs & accessories	Registered	1/4/79
RAM	AU 359702	Clothing	Registered	4/3/86
RAM	BR 817082778	Goods in class 25	Registered	10/25/94
RAM	BR	Goods in class 28	Pending	7/27/2004
RAM	BX 344770	Golf clubs & accessories	Registered	1/6/98
RAM	BX 352126	Gloves & golf footwear	Registered	5/31/78
RAM	CA 274510	Golf clubs & accessories	Registered	12/3/82
RAM	CA 360169	Clothing Golf articles	Registered	9/8/89
RAM	CA 0470673-01	Clothing	Pending	4/16/03
RAM	CA 0470673-02	Golf accessories	Pending	11/18/03
RAM	CH 288524	Golf clubs & accessories	Registered	8/31/77
RAM	CL 686211	Golf clubs & accessories	Registered	2/19/04
RAM	CO 283163	Sporting articles	Registered	7/19/04
RAM	DE 963206	Clothing and bags	Registered	9/28/77
RAM	DE 971408	Golf clubs & accessories	Registered	5/23/78
RAM	DK 501-1979	Golf clubs & accessories	Registered	2/16/79
RAM	EC 2991/91	Golf clubs & accessories	Registered	11/26/91
RAM	EM 227389	Clothing	Registered	11/20/01
RAM	FI 76809	Goods in class 28	Registered	3/5/81

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
RAM	FR 1373931	Golf clubs & accessories	Registered	10/8/86
RAM	FR 1473286	Golf carts engine gloves and footwear	Registered	6/24/88
RAM	GB 1141674	Sporting articles	Registered	7/13/83
RAM	GB 2153079	Clothing	Registered	12/9/97
RAM	GR 60586	Golf clubs & accessories	Registered	2/14/78
RAM	HKB1178/1980	Golf clubs and balls	Registered	7/17/80
RAM	IE B100602	Clothing	Registered	11/17/83
RAM	IE B92350	Goods in class 28	Registered	7/16/81
RAM	IT 781894	Clothing Golf clubs & accessories	Registered	3/10/86
RAM	JP 1923389	Footwear, umbrella	Registered	12/24/86
RAM	JP 2133789	Accessories bag for golf	Registered	4/28/89
RAM	JP 2625067	Clothing	Registered	2/28/94
RAM	JP 967083	Clothing Golf clubs & accessories	Registered	6/7/92
RAM	KR 617498	Golf clubs & accessories	Registered	5/10/05
RAM	WM 77027	Sporting articles except clothing	Registered	11/23/97
RAM	MX 600972	Clothing	Pending	5/16/03
RAM	MX 808365	Golf equipment & accessories	Pending	09/22/06
RAM	MY2004/02270	Sporting articles except clothing	Pending	2/28/04
RAM	NO 154575	All goods in class 28	Registered	1/14/93
RAM	NZ B119230	Sporting articles	Registered	6/4/80
RAM	PE 29001	Golf clubs & accessories	Registered	9/9/96
RAM	PH 33299	Golf clubs & accessories	Registered	5/24/84
RAM	PT 194672	Sporting articles, except clothing	Registered	5/22/85
RAM	PT 200312	Golf shoes	Registered	6/2/86

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
RAM	SE 160540	Golf clubs & accessories	Registered	8/26/77
RAM	SG B73643	Articles in class 28 for use in golf	Registered	11/15/77
RAM	SG S/5347/84	Outer clothing & footwear	Registered	10/15/84
RAM	SS 22272	Sporting articles, except clothing	Registered	11/23/77
RAM	TH 67887	Golf clubs & accessories	Registered	3/26/79
RAM	TW 1056294	Golf clubs & accessories	Registered	9/1/03
RAM	TW 281828	Clothing	Registered	5/1/85
RAM	US 1089318	Golf clubs & accessories	Registered	4/11/78
RAM	US 1246429	Clothing	Registered	7/26/83
RAM	US 3038308	Clothing	Registered	1/3/06
RAM	US 78/287187	Golf bags & umbrellas	Pending	8/14/03
RAM	VE2003009908	Goods in class 28	Pending	7/23/03
RAM	ZA 74/0465	Golf clubs & accessories	Registered	1/8/75
RAM	ZA 76/1742	Bags, umbrellas	Registered	9/2/77
RAM & DESIGN	JP 2133791	Golf bag	Registered	4/28/89
RAM & DESIGN	JP 2307657	Clothing	Registered	4/30/91
RAM & DESIGN	US 2439218	Golf clubs & accessories Clothing	Registered	3/27/01
RAM (DESIGN)	GR 2100663	Sporting articles	Registered	8/21/80
RAM (STYLIZED)	CL 484328	Clothing	Registered	4/16/97
RAM 3-D	US 2774561	Golf balls	Registered	10/21/03
RAM DESIGN	JP 2161198	Golf bags	Registered	8/31/89
RAM FX	DE 2068185	Golf clubs & accessories	Registered	6/16/94
RAM FX	KR 313219	Golf clubs & accessories	Registered	5/12/95
RAM FX	SE 262727	Golf clubs	Registered	12/16/94
RAM HEAD DESIGN	CA 256742	Golf clubs & accessories Clothing, umbrellas	Registered	3/13/81

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
RAM LASER	US 2998619	Golf clubs & accessories	Registered	9/20/05
RAM TOUR	US 2774559	Golf balls	Registered	10/21/03
RAM WIZARD*	EM 003617065	Games and sporting articles	Pending	1/12/04
RAM WIZARD	GB 1162198	Sporting articles	Registered	10/3/84
RAM WIZARD	US 78/833065	Golf clubs and accessories	Pending	3/9/06
RECOVERY	AU 985920	Golf clubs	Registered	10/13/04
RECOVERY	CA 627082	Golf clubs	Registered	12/01/04
RECOVERY	US 1255411	Golf clubs	Registered	10/25/83
ROLL-FACE	US 2342282	Putters	Registered	4/18/00
ROYAL SCOT	CA 1262146	Golf equipment, namely, golf clubs	Pending	6/22/05
ROYAL SCOT	US 78/656667	Golf equipment, namely, golf clubs	Pending	6/23/05
SILVER SCOT	AU A470932	Golf clubs & accessories	Registered	9/5/89
SILVER SCOT	CA 170065	Golf clubs & accessories	Registered	7/17/70
SILVER SCOT	CA 391996	Golf clubs	Registered	12/20/91
SILVER SCOT	DE 2035928	Golf clubs	Registered	5/11/93
SILVER SCOT	EM 3638103	Golf clubs	Registered	7/27/05
SILVER SCOT	FR 1659450	Golf clubs & accessories	Registered	5/2/91
SILVER SCOT	GB 1369958	Golf clubs & accessories	Registered	11/23/90
SILVER SCOT	IE 136457	Gymnastic & sporting articles	Registered	7/24/92
SILVER SCOT	JP 4739369	Clothing golf clubs & accessories	Registered	1/9/04
SILVER SCOT	SE 248274	Golf clubs & accessories	Registered	4/16/93
SILVER SCOT	US 1336904	Golf clubs	Registered	5/21/85
SILVER SCOT	ZA 91/3582	Golf clubs & accessories	Registered	5/8/91
SILVER SCOT &	TW 699412	Golf clubs & accessories	Registered	12/1/95

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
DESIGN				
SPORTSMAN	US 1718352	Golf clubs	Registered	9/22/92
STRIPED CLUB DESIGN	CA 1192358	Golf clubs & accessories	Pending	10/1/03
SUPER SCOT	AU 903331	Golf clubs	Registered	10/20/04
SUPER SCOT	US 2867482	Golf clubs	Registered	7/27/04
TAG & DESIGN*	US 78/591457	Golf clubs and golf bags	Pending	3/21/05
TAG TOMMY ARMOUR GOLF & DESIGN*	US 78/603090	Golf clubs and golf bags	Pending	4/6/05
TAG & DESIGN	CA 1271681	Golf clubs and golf bags	Pending	9/12/05
TD SELECT (STYLIZED)	US 2724847	Golf club putters	Registered	6/10/03
TEARDROP	AU A594315	Goods in class 28	Registered	3/28/94
TEARDROP	CA 1197340	Clothing Golf clubs & accessories Golf bags & umbrellas	Pending	11/18/03
TEARDROP	EM 3632395	Clothing Golf clubs & accessories Golf bags & umbrellas	Pending	1/26/04
TEARDROP	FR 93451254	Golf putters	Registered	8/13/93
TEARDROP	GB 1524220	Golf putters	Registered	3/11/94
TEARDROP	KR 284036	Golf clubs & accessories	Registered	1/31/94
TEARDROP	MX 447487	Goods in class 28	Registered	11/29/93
TEARDROP	US 1758499	Golf putters	Registered	3/16/93
TEARDROP	US 78/287189	Clothing Golf clubs & accessories Golf umbrellas & bags	Pending	8/14/03
TEARDROP W/KATAKANA	JP 4285058	Sporting, gymnastic implements	Registered	6/18/99

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
TEARDROP (DESIGN)	EM 1680321	Clothing Golf clubs & accessories Golf bags & umbrellas	Registered	8/31/01
TEARDROP DESIGN	AU 836923	Clothing Golf clubs & accessories	Registered	7/5/01
TEARDROP DESIGN	CA 571095	Clothing Golf clubs & accessories	Registered	11/21/02
TEARDROP DESIGN	TW 941970	Golf clubs & accessories	Registered	5/16/01
TEARDROP DESIGN	TW 961435	Clothing	Registered	9/16/01
TEARDROP & DESIGN	US 2416243	Clothing Golf clubs & accessories	Registered	12/26/00
TEARDROP DESIGN	US 2409169	Clothing Golf clubs & accessories	Registered	11/28/00
TOMMY ARMOUR	AT 127037	Golf clubs & accessories	Registered	9/12/89
TOMMY ARMOUR	AU B430307	Golf clubs & balls	Registered	12/13/90
TOMMY ARMOUR	AU 1131129	Clothing; footwear; headgear	Pending	8/23/06
TOMMY ARMOUR	BH 16153	Golf clubs & bags	Registered	4/5/93
TOMMY ARMOUR	BX 519869	Clothing Golf clubs & accessories	Registered	4/1/93
TOMMY ARMOUR	CA 333923	Clothing Golf clubs & accessories Golf umbrellas & bags	Registered	11/6/87
TOMMY ARMOUR*	CA 0547705-01	Clothing	Pending	4/16/03
TOMMY ARMOUR	CN 1039923	Golf clubs & accessories	Registered	6/28/97
TOMMY ARMOUR	DK 370-1988	Golf clubs & accessories	Registered	4/5/88
TOMMY ARMOUR	EM 3095478	Clothing Golf clubs & accessories	Pending	3/13/03
TOMMY ARMOUR	FI 111831	Golf clubs & accessories	Registered	5/6/91
TOMMY ARMOUR	FJ 30419	Golf clubs & accessories	Registered	5/12/86
TOMMY ARMOUR	FR 93469087	Golf clubs & accessories	Registered	11/12/93
TOMMY ARMOUR	GB B1246885	Golf bags & gymnastics and sporting articles	Registered	1/23/87
TOMMY ARMOUR	HK 8133/89	Golf bags	Registered	12/3/93

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
TOMMY ARMOUR	HK 928/89	Golf clubs & accessories	Registered	3/28/89
TOMMY ARMOUR	IE 120261	Golf clubs & accessories	Registered	12/10/87
TOMMY ARMOUR	JP 1387105	Golf bags & accessories	Registered	8/30/79
TOMMY ARMOUR	JP 1988319	Clothing	Registered	9/21/87
TOMMY ARMOUR	JP 2027022	Personal accessories	Registered	2/22/88
TOMMY ARMOUR	JP 2148457	Footwear, umbrellas	Registered	6/23/89
TOMMY ARMOUR	JP 4062537	Golf clubs & accessories	Registered	10/3/97
TOMMY ARMOUR	KR 377393	Golf clubs & accessories	Registered	10/7/97
TOMMY ARMOUR	NO 156378	Golf clubs & accessories	Registered	5/13/93
TOMMY ARMOUR	SA 296/85	Golf clubs & accessories	Registered	12/5/93
TOMMY ARMOUR	TW 751452	Golf bags	Registered	3/1/97
TOMMY ARMOUR	TW 758252	Clothing	Registered	4/16/97
TOMMY ARMOUR	US 1379348	Golf clubs and bags	Registered	1/21/86
TOMMY ARMOUR	US 2929892	Golf bags & umbrellas	Registered	3/1/05
TOMMY ARMOUR*	US 78/238076	Clothing	Pending	4/15/03
TOMMY ARMOUR	US 2968530	Golf clubs & accessories	Registered	7/12/05
TOMMY ARMOUR	VE P197376	Goods in class 28	Registered	5/9/97
TOMMY ARMOUR	ZA 88/3213	Golf clubs & accessories	Registered	11/7/90
TOMMY ARMOUR (STYLIZED)	AR 2000430	Goods in class 28	Registered	11/29/04
TOMMY ARMOUR (STYLIZED)	BR 812792939	Games, toys & pastimes	Registered	5/17/88
TOMMY ARMOUR (STYLIZED)	CH 342238	Golf clubs & accessories	Registered	12/31/85
TOMMY ARMOUR (STYLIZED)	CL 565027	Clothing	Registered	1/23/90
TOMMY ARMOUR (STYLIZED)	CO 164331	Golf clubs & accessories	Registered	7/29/94
TOMMY ARMOUR (STYLIZED)	DE 2016025	Golf clubs & accessories	Registered	6/26/92

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
TOMMY ARMOUR (STYLIZED)	DE 2039484	Golf clubs & accessories	Registered	6/30/93
TOMMY ARMOUR (STYLIZED)	ES 1051555	Golf clubs & accessories	Registered	7/20/84
TOMMY ARMOUR (STYLIZED)	FR 1371288	Clothing Golf clubs & accessories	Registered	7/23/85
TOMMY ARMOUR (STYLIZED)	IC 977/1991	Golf clubs	Registered	10/1/91
TOMMY ARMOUR (STYLIZED)	IN 454041	Golf clubs & accessories	Registered	5/13/86
TOMMY ARMOUR (STYLIZED)	IN 693772	Goods in class 28	Pending	1/8/96
TOMMY ARMOUR (STYLIZED)	IT 715125	Golf gloves Golf clubs & accessories	Registered	6/18/97
TOMMY ARMOUR (STYLIZED)	MX 529445	Goods in class 28	Registered	8/27/96
TOMMY ARMOUR (STYLIZED)	MY 86/00733	Golf clubs & accessories	Registered	2/25/86
TOMMY ARMOUR (STYLIZED)	NZ B165079	Gymnastic & Sporting Equipment	Registered	2/15/90
TOMMY ARMOUR (STYLIZED)	PH 44614	Golf clubs & accessories	Registered	5/19/89
TOMMY ARMOUR (STYLIZED)	PT 235969	Golf clubs	Registered	1/2/92
TOMMY ARMOUR (STYLIZED)	SE 211897	Clothing Golf clubs & accessories	Registered	8/26/88
TOMMY ARMOUR (STYLIZED)	SG B748/86	Clothing	Registered	2/22/86
TOMMY ARMOUR (STYLIZED)	SG B749/86	Sporting articles & golf bags	Registered	2/22/86
TOMMY ARMOUR (STYLIZED)	TH KOR59538	Golf clubs & accessories	Registered	6/3/97

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
TOMMY ARMOUR (WORD MARK & STYLIZED)	BN 17998	Golf clubs & accessories	Registered	6/15/89
TOMMY ARMOUR SILVERBACK	US 3002280	Clothing Golf clubs & accessories	Registered	9/27/05
TOUR GRIND	AU 366627	Goods in class 28	Registered	10/8/81
TOUR GRIND	CA 284085	Golf clubs	Registered	10/14/83
TOUR GRIND	GB 1162196	Sporting articles	Registered	7/18/84
TOUR GRIND	JP 1701195	Golf clubs	Registered	7/25/84
TOUR GRIND	SE 180541	Golf clubs	Registered	3/12/82
TOUR GRIND	US 1214976	Golf clubs	Registered	11/2/82
TOUR STEP	US 1495236	Golf club shafts	Registered	7/5/88
TOUR STEP PLATINUM	CA 611207	Golf club shafts	Registered	5/26/04
TOUR STEP PLATINUM	US 3010453	Golf club shafts	Registered	11/1/05
TRADITION*	US 1072802	Golf clubs	Registered	9/6/77
WIZARD	US 1013005	Golf clubs	Registered	6/10/75
WORLD TOUR	US 1058591	Golf clubs	Registered	2/8/77
ZEBRA	AU A572922	Golf equipment	Registered	8/24/93
ZEBRA	BR 816737142	Golf equipment	Registered	12/3/96
ZEBRA	BX 512563	Golf equipment	Registered	11/3/92
ZEBRA	CA 426163	Golf equipment	Registered	4/15/94
ZEBRA	CO 152631	Golf equipment	Registered	4/19/94
ZEBRA	DE 1020000	Gymnastics and sports articles	Registered	7/9/81
ZEBRA	DE 2093879	Golf equipment	Registered	3/28/95
ZEBRA	EM 3193273	Golf equipment	Pending	5/16/03
ZEBRA	ES 1695789	Golf equipment	Registered	4/10/92
ZEBRA	FR 92407453	Golf clubs & accessories	Registered	8/14/92

MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
ZEBRA	GB 1525640	Clothing	Registered	2/3/93
ZEBRA	GB 1525641	Golf equipment	Registered	2/11/94
ZEBRA	HK 3414/93	Golf equipment	Registered	8/23/93
ZEBRA	IE 148775	Golf equipment	Registered	5/12/94
ZEBRA	IT 641751	Golf equipment	Registered	12/28/94
ZEBRA	JP 1658223	Golf equipment	Registered	2/23/84
ZEBRA	KR 348868	Golf equipment	Registered	10/22/96
ZEBRA	SE 252300	Golf equipment	Registered	10/8/93
ZEBRA	US 1002903	Golf putters	Registered	1/28/75
ZEBRA	VE P-219745	Golf equipment	Registered	6/2/00
ZEBRA	ZA 92/1369	Golf equipment	Registered	3/22/94
ZEBRA & ANIMAL DESIGN	CA 1192357	Golf equipment	Pending	10/1/03
ZEBRA & DESIGN	US 1193692	Golf clubs	Registered	4/13/82
ZEBRA & DESIGN	US 3098867	Golf equipment	Registered	5/30/06
ZEBRA DESIGN	JP 3238714	Sporting & gymnastic goods	Registered	12/25/96
ZEBRA DESIGN	TW 707944	Golf clubs & accessories	Registered	2/16/96
ZEBRA DESIGN	US 1760027	Golf club	Registered	3/23/93

*See disclosure concerning contested proceedings and civil litigation.

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

Cacos International, Inc.

Dennco, Inc.

Devant Limited

HYI

Solidwear Enterprises Limited

The Sports Products

UK Golf Services, Ltd.

Bali Leathers

Foremost Sporting Goods

Y-Trade Golf Korea Co., Ltd.

Sure Trading/Silverstone Company

TRADEMARK
REEL: 003409 FRAME: 0527

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF OHIO)
) ss.:
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS, that HUFFY SPORTS DELAWARE, INC. ("Debtor"), having an office at 225 Byers Road, Miamisburg, Ohio 45342, hereby appoints and constitutes, severally, WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October \\, 2006

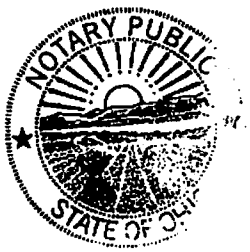
HUFFY SPORTS DELAWARE, INC.

By: Nancy L. Muchard
Title: Secretary

TRADEMARK
REEL: 003409 FRAME: 0528

STATE OF OHIO)
) ss.:
COUNTY OF MONTGOMERY)

On this 11th day of October, 2006, before me personally came Nancy A. Michaud, to me known, who being duly sworn, did depose and say, that he/she is the authorized signatory of HUFFY SPORTS DELAWARE, INC., the corporation described in the foregoing instrument; and that he/she signed his name thereto by order of said corporation.



Janis L. Galvas
Notary Public

JANIS L. GALVAS, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 31, 2010

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