

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the The Conveying party's name from Huffy Sports Delaware, Inc. to Huffy Sports Delaware, Inc. previously recorded on Reel 003409 Frame 0491. Assignor(s) hereby confirms the Trademark Collateral Assignment and Security Agreement. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|--------------|
| Huffy Sports Delaware, 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 |

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|----------------------|----------|---------------------------------------|
| Registration Number: | 1531013 | CAVITY BALANCED |
| Registration Number: | 2838798 | DEFINITY GOLF |
| 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: 212-905-3665
Email: cpellegrino@oshr.com
Correspondent Name: Cathleen A. Pellegrino, Legal Assistant
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: | 10/18/2006 |

Total Attachments: 36

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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 |

| 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 Weightcd | 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 Silverback Armour | 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.

(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.

(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

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

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

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.

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

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: Wesley Richard
Title: Secretary

WACHOVIA CAPITAL FINANCE CORPORATION
(CENTRAL), as Agent

By: _____

Title: _____

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: *Anna King*

Title: *VP*

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

On this 11th day of October ~~2006~~, 2006, before me personally came Nancy A. Michoud
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

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

[see attached]

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|---|----------------------------------|--------------------------|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|----------------------------|----------------------------------|---|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|----------------|----------------------------------|----------------------------|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|--|----------------------------------|---------------------------------------|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|-------------|----------------------------------|--|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|-----------------|----------------------------------|---|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|---------------|----------------------------------|---------------------------------------|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|--|----------------------------------|---|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|----------------------|----------------------------------|---|---------------|-----------------------------|
| 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 |

| <u>MARK</u> | <u>COUNTRY REG./SER. NO.</u> | <u>GOODS</u> | <u>STATUS</u> | <u>REG./FILING DATE</u> |
|----------------------------|----------------------------------|--------------------------|---------------|-----------------------------|
| 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 |

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| 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 |

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| 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 |

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| 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.

Denngo, 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

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.

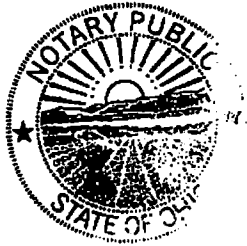
Dated: October 11, 2006

HUFFY SPORTS DELAWARE, INC.

By: 
Title: Secretary

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