

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sport Supply Group, Inc.		11/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	1262511	ALUMAGOAL
Registration Number:	1870846	THE ATHLETIC CONNECTION
Registration Number:	1198106	BSN
Registration Number:	2473322	BSN
Registration Number:	1949588	BRUTE FORCE
Registration Number:	1880726	BULLDOG
Registration Number:	1127054	CATA-POLE
Registration Number:	1845758	COLOR MY CLASS
Registration Number:	0972790	CURVEMASTER
Registration Number:	0738205	FLAG-A-TAG
Registration Number:	2505937	GSC
Registration Number:	1965771	GAMECRAFT
Registration Number:	2002107	THE HEART ADVENTURE
Registration Number:	2052751	MULTIFIT SYSTEM

OP \$1065.00 1262511

Registration Number:	1998854	NEW ENGLAND CAMP AND RECREATION
Registration Number:	2499731	PASSON'S SPORTS
Registration Number:	1223595	PILLO POLO
Registration Number:	0800268	PORT-A-PIT
Registration Number:	3105665	PORT-A-PIT
Registration Number:	1410733	PROBASE
Registration Number:	1909693	PRO-DOWN
Registration Number:	1847722	QUICK-FENCE
Registration Number:	2299816	ROLL-N-FOLD
Registration Number:	2430822	SSG
Registration Number:	2778839	SPORT SUPPLY GROUP, INC.
Registration Number:	1055596	TIDI-COURT
Registration Number:	1223594	TOPPLEBALL
Registration Number:	1246494	U.S. GAMES
Registration Number:	1934630	ULTIMAT
Registration Number:	1739140	VOLLEY TRAINER
Registration Number:	1906667	WAFFLE
Registration Number:	2718194	LEARNING THROUGH MOVEMENT
Registration Number:	2464321	JUNGLE BUG
Registration Number:	1084113	EARTHBALL
Registration Number:	1562359	PRO PRACTICE
Registration Number:	1551091	SYNCHRONOUS GEODESIC PRISM
Registration Number:	1412476	MID PLUS
Serial Number:	76494960	CHAMPION BARBELL
Serial Number:	76494961	C CHAMPION BARBELL
Serial Number:	75732811	ESPORTSONLINE.COM
Serial Number:	76629171	PRO DOWN
Registration Number:	1030600	ROL-DRI

CORRESPONDENCE DATA

Fax Number: (212)704-5987
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127046125
Email: trademarks@troutmansanders.com
Correspondent Name: Karl M. Zielaznicki, Esq.
Address Line 1: Troutman Sanders LLP c/o TM Docket Clerk

Address Line 2: 600 Peachtree
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	037252.000007
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	11/16/2006

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of November 2006 by Sport Supply Group, Inc., a Delaware corporation ("Grantor"), in favor Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

WITNESSETH

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement dated as of the date hereof among Collegiate Pacific Inc. (the "Borrower"), Administrative Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Borrower; and

WHEREAS, Grantor has executed and delivered a Guaranty dated the date hereof (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty"), pursuant to which, among other things, Grantor has guaranteed the full and prompt payment when due of the Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the full and prompt payment when due of the Obligations; and

WHEREAS, it is a condition precedent to the availability of the loans and other financial accommodations under the Credit Agreement that Grantor shall have granted the security interests contemplated by this Agreement in order to secure, among other things, the payment and performance of the Obligations, including, without limitation, the Obligations of Grantor arising pursuant to the terms of the Guaranty.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


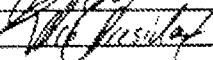
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPORT SUPPLY GROUP, INC.

By: 
Terrence M. Babilla, President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.,
as Administrative Agent

By: 
Its: 

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>
Alumagoal	1262511
The Athletic Connection	1870846
BSN	1198106
BSN	2473322
Brute Force	1949588
Bulldog	1880726
Cata-Pole	1127054
Champion Barbell	76/494960
Champion Barbell and Design	76/494961
Champion Barbell and Design – China	3002301
Color My Class	1845758
Curvemaster & Design	972790
Esportsonline.com	75/732811
Flag-A-Tag	738205
GSC	2505937
Gamecraft	1965771
The Heart Adventure	2002107
Multi-Fit	2052751
New England Camp and Recreation	1998854
Passon's Sports	2499731
Pillo Polo	1223595
Port-A-Pit	800268
Port-A-Pit	3105665
Pro Base	1410733
Pro Down	1909693
Pro Down	76/629171
Quick Fence	1847722
Rol-Dri	1030600
Roll-N-Fold	2299816
SSG	2430822
Sport Supply Group, Inc.	2778839
Tidi Court	1055596
Toppleball	1223594

Toppleball Canada	196718
U.S. Games	1246494
Ultimat	1934630
Volley Trainer	1739140
Waffle	1906667
Learning Through Movement	2718194
Jungle Bug	2464321
Earthball	1084113
Pro Practice	1562359
Synchronous Geodesic Prism	1551091
Mid Plus	1412476