TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
All American Sports Corporation		03/16/2006	CORPORATION: DELAWARE
Bell Sports Canada, Inc.		03/16/2006	CORPORATION: CANADA
Bell Sports Corp.		03/16/2006	CORPORATION: DELAWARE
Bell Sports, Inc.		03/16/2006	CORPORATION: CALIFORNIA
Bell Racing Company		03/16/2006	COMPANY: DELAWARE
CDT Nevada, Inc.		03/16/2006	CORPORATION: NEVADA
Easton Sports Asia, Inc.		03/16/2006	CORPORATION: NEVADA
Easton Sports, Inc.		03/16/2006	CORPORATION: CALIFORNIA
Equilink Licensing, LLC		03/16/2006	LIMITED LIABILITY COMPANY: DELAWARE
MacMark Corporation		03/16/2006	CORPORATION: DELAWARE
RBG Holdings Corp.		03/16/2006	CORPORATION: DELAWARE
Riddell, Inc.		03/16/2006	CORPORATION: ILLINOIS
Riddell Sports Group, Inc.		03/16/2006	CORPORATION: DELAWARE
Ridmark Corporation		03/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Collateral Agent
Street Address:	201 South College Street
Internal Address:	NC-0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 206

Property Type	Number	Word Mark
Registration Number:	3004287	

OP $5165.00 3004287

Registration Number:	3030870	AIRTIGHT TECHNOLOGY
Registration Number:	2989647	RACESTAR
Registration Number:	3012122	SAVASA
Registration Number:	3012121	SAVASA
Registration Number:	3012120	SAVASA
Registration Number:	2793347	FLATBLOCKER
Registration Number:	2874461	GET READY. GEAR UP!
Registration Number:	2869319	BELL
Registration Number:	3030058	BELL
Registration Number:	2869318	BELL
Registration Number:	2941575	BELL
Registration Number:	2881411	BELL
Registration Number:	2817306	BELL
Registration Number:	2642985	COPILOT
Registration Number:	2728153	COPILOT
Registration Number:	2704644	VISTALITE
Registration Number:	2542212	SMART FIT
Registration Number:	2541842	E.C.G.
Registration Number:	2443236	NIGHTSTICK
Registration Number:	2369065	ALTA
Registration Number:	2257790	CIRCUIT
Registration Number:	2248034	SPORTS INSTRUMENTS
Registration Number:	2025455	SPOKE-HEDZ
Registration Number:	2026937	SPOKE-HEDZ
Registration Number:	2025450	SPOKE-HEDZ
Registration Number:	2046795	SPORTS INSTRUMENTS
Registration Number:	1927085	ROC LOC
Registration Number:	1859627	BLACKBURN
Registration Number:	1961240	VETTER
Registration Number:	1676643	BELL HELMETS
Registration Number:	1657322	MTN RACK
Registration Number:	1565444	BIKE BEARS
Registration Number:	1558762	BIKE BEARS
Registration Number:	1536238	MICROSHELL
Registration Number:	1549649	ULTRALIGHT

Registration Number:	1507998	SIDELIGHTS
Registration Number:	1541697	GIRO
Registration Number:	1455159	CURB CRUISER
Registration Number:	1425610	MOTO
Registration Number:	1447105	CYCLOTECH
Registration Number:	1416726	GIRO
Registration Number:	1373676	FOLD N' STOR
Registration Number:	1371220	REV
Registration Number:	1395502	CPC
Registration Number:	1329345	MOTO4
Registration Number:	1330653	BELL
Registration Number:	1318998	FORCE FLOW
Registration Number:	1342116	TOURLITE
Registration Number:	1322986	BELL
Registration Number:	1368690	ROADSTAR
Registration Number:	0815907	BELL
Registration Number:	2841740	BIO-DRI
Registration Number:	2876895	BLACK MAGIC
Registration Number:	2730794	BLASTING CAP
Registration Number:	2821763	BUILT TO WIN
Registration Number:	2543077	CT2
Registration Number:	2849554	CXN
Registration Number:	2954769	CYCLONE
Registration Number:	2669366	CYCLONE
Registration Number:	2839762	E E EASTON OUTFITTERS
Registration Number:	2532245	EA50
Registration Number:	2570177	EA70
Registration Number:	1066825	EASTON
Registration Number:	1839436	EASTON E
Registration Number:	2649179	EASTON
Registration Number:	2766939	E EASTON
Registration Number:	2649178	E
Registration Number:	2815856	EZ CURVE
Registration Number:	2940908	FRM
Registration Number:	2836651	GRIP LITE

Registration Number:	1233764	INCREDIBALL
Registration Number:	1544629	INCREDIGLOVE
Registration Number:	2823554	INDURABALL
Registration Number:	1738465	MAGNUM
Registration Number:	1959927	MAX-BARREL
Registration Number:	2563914	OCTANE
Registration Number:	2377355	RAZOR BLADZ
Registration Number:	2806691	REDLINE
Registration Number:	2132613	REDLINE
Registration Number:	1198037	REFLEX
Registration Number:	2691159	REFLEX
Registration Number:	2017386	REFLEX
Registration Number:	2673242	SC777
Registration Number:	2801313	SC888
Registration Number:	2750309	STIX
Registration Number:	2748987	SYNERGY
Registration Number:	2747291	SYNERGY
Registration Number:	2751410	SYNTHESIS
Registration Number:	1832815	T-FLEX
Registration Number:	2188076	THE LUMBER COMPANY
Registration Number:	2449816	THE NATURAL SERIES
Registration Number:	2750486	THUNDERCLUB
Registration Number:	2797914	TORPEDO
Registration Number:	2777956	TRIPLE 7
Registration Number:	2583954	TRI-SHELL
Registration Number:	2419039	ULTRA LITE
Registration Number:	2753293	ZERO SHOCK
Registration Number:	1449881	INCREDIBAT
Registration Number:	2988675	VELOMAX
Registration Number:	0681437	SUPER K
Registration Number:	0646056	SEAMCO
Registration Number:	2441224	M
Registration Number:	1705112	MACGREGOR
Registration Number:	1362184	M
Registration Number:	1353044	MAC GREGOR

Registration Number:	1355604	THE ATHLETE'S CHOICE
Registration Number:	1337917	M THE ATHLETE'S CHOICE
Registration Number:	1349370	MACGREGOR
Registration Number:	1331021	MACGREGOR
Registration Number:	1324742	MACGREGOR
Registration Number:	0576102	MACGREGOR
Registration Number:	3051526	REVOLUTION
Registration Number:	2803601	REVOLUTION
Registration Number:	2856388	ISOLATOR
Registration Number:	2544408	TAILGATE PACK
Registration Number:	2482343	HELMET OF PLAYERS
Registration Number:	2577591	ANTENNA GEAR
Registration Number:	2531687	DASHER
Registration Number:	2498146	ROOM WORKS
Registration Number:	2560007	CALLMAKER
Registration Number:	2307187	GAME GREATS
Registration Number:	1913162	MAXPRO
Registration Number:	1405117	MR. TOUGH
Registration Number:	1403296	THUNDER
Registration Number:	1360848	MAXPRO
Registration Number:	0746187	AERO-CELLS
Registration Number:	1896715	RIDDELL
Registration Number:	2039625	POWER
Registration Number:	2048556	R
Registration Number:	1922193	POWER
Registration Number:	1809340	POWER PAC
Registration Number:	1868448	WARRIOR
Registration Number:	1710192	AIR PAC
Registration Number:	1711910	POWER
Registration Number:	1746487	Z-BAR
Registration Number:	1498792	VSR
Registration Number:	1497865	BIOLITE
Registration Number:	1537482	POWER
Registration Number:	1112549	RIDDELL
Registration Number:	0867019	RIDDELL

Registration Number:	0662126	KRA-LITE
Registration Number:	0622611	KRA-LITE
Serial Number:	78767603	TRUE FIT
Serial Number:	78709253	RACESTAR
Serial Number:	78662828	EXPRESS 10
Serial Number:	78633240	DIALOC
Serial Number:	78470640	BLACKBURN
Serial Number:	78470639	BLACKBURN
Serial Number:	78470491	
Serial Number:	78470484	BLACKBURN
Serial Number:	78470477	
Serial Number:	78470461	BLACKBURN
Serial Number:	78470444	
Serial Number:	78470434	BLACKBURN
Serial Number:	78470418	
Serial Number:	78470410	
Serial Number:	78470386	BLACKBURN
Serial Number:	78345651	STRETCHING MY POTENTIAL
Serial Number:	78345649	STRETCHING MY POTENTIAL
Serial Number:	78345648	STRETCHING MY POTENTIAL
Serial Number:	78345647	STRETCHING MY POTENTIAL
Serial Number:	78345122	SAVASA
Serial Number:	76587450	SPORTS INSTRUMENTS
Serial Number:	78439961	BLACK LABEL
Serial Number:	78571800	C900
Serial Number:	78313322	C999
Serial Number:	78431232	CNT
Serial Number:	78398261	DELTAFORCE
Serial Number:	78733226	E
Serial Number:	78733243	EASTON
Serial Number:	78508651	EUROPRO
Serial Number:	78448765	GRAB-ALL
Serial Number:	78380535	MOJO
Serial Number:	78249935	OCTANE
Serial Number:	78540235	ONE

Serial Number:	78562077	REBEL
Serial Number:	78448758	SC900
Serial Number:	78448761	SC999
Serial Number:	76977753	THE LUMBER CO.
Serial Number:	76537769	THE LUMBER COMPANY
Serial Number:	78743758	HYPERLAUNCH
Serial Number:	78737435	SKWEEZLE
Serial Number:	78736625	SYNERGY
Serial Number:	76634393	HITS
Serial Number:	76634338	SIDELINE RESPONSE SYSTEM
Serial Number:	76634300	HIT SYSTEM
Serial Number:	76614870	CUSTOM POWER X
Serial Number:	76614855	CPX
Serial Number:	76614854	CUSTOM POWER EXTREME
Serial Number:	76614744	CUSTOM POWER
Serial Number:	76614743	CUSTOM POWER
Serial Number:	78332795	POWER
Serial Number:	76633764	RIDDELL
Serial Number:	76633762	RIDDELL
Serial Number:	76633761	R
Serial Number:	76633760	RIDDELL
Serial Number:	76633759	RIDDELL
Serial Number:	76633743	RIDDELL
Serial Number:	76633742	R
Serial Number:	76633741	RIDDELL
Serial Number:	76633740	RIDDELL
Serial Number:	76633739	RIDDELL
Serial Number:	76633738	RIDDELL
Registration Number:	2304725	
Serial Number:	76634367	SRS

CORRESPONDENCE DATA

Fax Number: (919)416-8363

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

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	512485.1464TIPSAALLPROJES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	11/29/2006

Total Attachments: 18
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of March 16, 2006 (as amended, restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, the "Grantors"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Easton-Bell Sports, Inc., a Delaware corporation (the "Company"), RBG Holdings Corp., a Delaware corporation, certain Subsidiaries of the Company, as Canadian Borrowers, certain Subsidiaries of the Company, as U.S. Guarantors, certain Subsidiaries of the Canadian Borrowers, as Canadian Guarantors, the Lenders party thereto from time to time, Wachovia Bank, National Association, as Administrative Agent and Collateral Agent and Congress Financial Corporation (Canada), an Ontario corporation, as Canadian Agent; and

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of March 16, 2006 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

Now, therefore, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all United States and foreign copyrights (including community designs), including but not limited to copyrights in software and databases and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule I (as such schedule may be amended or supplemented from time to time) (collectively, "Copyrights");

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(b) any and all agreements for the granting of any right in or to Copyrights (whether or not such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Copyright Licenses");

(c) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing including, but not limited to, each patent and patent application referred to on Schedule II hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Patents");

(d) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule II hereto (collectively, "Patent Licenses");

(e) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, elements of package or trade dress of goods or services, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule III hereto (collectively, "Trademarks");

(f) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule III hereto (collectively, "Trademark Licenses");

(g) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(h) all rights corresponding thereto throughout the world;

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

(j) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(k) all inventions and improvements described therein;

(l) all licenses, claims, damages, and proceeds of suit arising therefrom; and

(m) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security

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Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EASTON-BELL SPORTS, INC.

By: Mark Tripp
Name: MARK TRIPP
Title: CFO

ALL AMERICAN SPORTS CORPORATION
BELL SPORTS CANADA, INC.
BELL SPORTS CORP.
BELL SPORTS, INC.
BELL RACING COMPANY
CDT NEVADA, INC.
EASTON SPORTS ASIA, INC.
EASTON SPORTS, INC.
EQUILINK LICENSING, LLC
MACMARK CORPORATION
RBG HOLDINGS CORP.
RIDDELL, INC.
RIDDELL SPORTS GROUP, INC.
RIDMARK CORPORATION

By: Mark Tripp
Name: MARK TRIPP
Title: CFO of each of the foregoing

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Jeffrey M. Foley
Title: Director

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Riddell, Inc.
(Illinois Corporation)

U.S. Registered Copyright

Title	Registration No.	Registration Date
Power of the pros	TX2505968	02/13/89

Equilink Licensing, LLC
(Delaware LLC)

U.S. Registered Copyright

Title	Registration No.	Registration Date
MacGregor Physical Fitness Mat	VA85882	11/13/81

Bell Sports, Inc.
(California Corporation)

U.S. Registered Copyrights

Title	Registration No.	Registration Date
VL-300C Sales Brochure	TX3392756	03/01/91
Flying Squadron Poster	TX1013264	06/15/81

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

Bell Sports, Inc.
(California Corporation)

U.S. Patents

Issued Patents

Description	Patent No.	Issued
BICYCLE HELMET	D508150	08/02/05
SPORTS HELMET WITH ADJUSTABLE VENTILATION	6904618	06/14/05
REMOVABLE MOUNTING BRACKET FOR EXPANDED PLASTIC FOAM	6449776	09/17/02
SIZING AND STABILIZING APPARATUS FOR BICYCLE HELMETS	6401261	06/11/02
AIR PUMP VALVE HEAD FOR GRIPPING BOTH SCHRADER AND	6102063	08/15/00
TORQUE LIMITING RATCHET FOR BICYCLE MOUNTING EXERCISING	6019708	02/01/00
HELMET WITH ACCESSORY MOUNTING APPARATUS AND METHOD	6009562	01/04/00
HELMET WITH ROTATABLE ACCESSORY MOUNT AND METHOD OF	6009561	01/04/00
DUAL STAGE, DUAL MODE AIR PUMP	5997256	12/07/99
SIZING AND STABILIZING APPARATUS FOR BICYCLE HELMETS	5887288	03/30/99
VISUAL DISPLAY AND HELMET ASSEMBLY	5856811	01/05/99
SPORT HELMET RETENTION APPARATUS	5774901	07/07/98
PINCH RESISTANT BUCKLE ASSEMBLY	5729877	03/24/98
BICYCLE PUMP	D392650	03/24/98
HELMET VISOR ATTACHMENT APPARATUS	5675843	10/14/97
SIZING AND STABILIZING APPARATUS FOR BICYCLE HELMETS	5659900	08/26/97
PORTABLE HEADLAMP	5641220	06/24/97
BOTTLE CAGE	D379794	06/10/97
HELMET HAVING A PLANAR-MOLDED INFRASTRUCTURE	5481762	01/09/96
HELMET HAVING A PLANAR-MOLDED INFRASTRUCTURE	5477563	12/26/95
STRAP LOCK BUCKLE	5469583	11/28/95
VENTILATED BICYCLE HELMET	D352803	11/22/94
BICYCLE RACK	D352267	11/08/94
COMBINED BOTTLE AND SUPPORT ELEMENT	D351341	10/11/94
MULTIPLE DENSITY HELMET BODY COMPOSITIONS TO	5351341	10/04/94
VENTILATED BICYCLE HELMET	D347300	05/24/94
BATTERY-POWERED FLASHING SUPERLUMNESCENT LIGHT	5313188	05/17/94
BATTERY-POWERED FLASHING SUPERLUMNESCENT LIGHT	5313187	05/17/94
BOTTLE CAGE FOR BICYCLES	D346996	05/17/94
MULTIPLE DENSITY HELMET BODY COMPOSITIONS TO	5309576	05/10/94
CHILD'S BICYCLE SEAT AND RACK ASSEMBLY	5299818	04/05/94
REINFORCED EXPANDED PLASTIC HELMET CONSTRUCTION	5269025	12/14/93
PERSONAL SAFETY LIGHT	D340777	10/26/93
VENTILATED BICYCLE HELMET	D339427	09/14/93
COMBINED BICYCLE SAFETY FLASHING LIGHT AND REFLECTOR	D336530	06/15/93
BICYCLE HELMET	D335195	04/27/93
BICYCLE SEAT WITH REAR SAFETY FLASHER LIGHT AND	D333041	02/09/93

Description	Patent No.	Issued
CHILD'S BICYCLE SEAT	D332877	02/02/93
DOUBLE OSCILLATOR BATTERY POWERED FLASHING	5175528	12/29/92
BICYCLE RACK	D331736	12/15/92
BICYCLE RACK	D331382	12/01/92
REINFORCED EXPANDED PLASTIC HELMET CONSTRUCTION	5119516	06/09/92
REINFORCED EXPANDED PLASTIC HELMET CONSTRUCTION	5099523	03/31/92

Easton Sports, Inc.
(California Corporation)

U.S. Patents

Issued Patents

Description	Patent No. (Appl. No.)	Issued (File Date)
ADJUSTABLE BALL BACKSTOP	5807193 *(08/853,892)*	09-15-98 *(05-09-97)*
ATHLETIC GLOVE THUMB PROTECTOR	5884329 *(08/893,476)*	03-23-99 *(07-11-97)*
ATHLETIC GLOVE THUMB PROTECTOR	5996117 *(09/145,587)*	12-7-99 *(09-02-98)*
BALL BAT WITH A STRAIN ENERGY OPTIMIZED BARREL	6866598 *(10/712,251)*	03-15-05 *(11-13-03)*
BALL BAT – THE ORNAMENTAL DESIGN FOR A BALL BAT	D474519 *(29/163,407)*	05-13-03 *(07-02-02)*
BALL GLOVE SPIDER WEBBING – THE ORNAMENTAL DESIGN FOR A BALL GLOVE SPIDER WEBBING	D418949 *(29/101,718)*	01-11-00 *(03-10-99)*
BALL GLOVE SPIDER WEBBING – THE ORNAMENTAL DESIGN FOR A BALL GLOVE SPIDER WEBBING	D419728 *(29/94781)*	01-25-00 *(10-09-98)*
BALL GLOVE WEBBING – THE ORNAMENTAL DESIGN FOR A BALL GLOVE WEBBING	D416111 *(29/080,023)*	11-02-99 *(11-26-97)*
BALL GLOVE – THE ORNAMENTAL DESIGN FOR A BALL GLOVE	D413414 *(29/082,352)*	08-31-99 *(11-24-97)*
BICYCLE STEERING BOOM--THE ORNAMENTAL DESIGN FOR A BICYCLE STEERING BOOM	D438147 *(29/122,498)*	02-27-01 (04-27-00)
BICYCLE STEM WITH ENCLOSED STEERING TUBE CLAMP	6047123 *(09/150,080)*	06-13-00 *(09-09-98)*
CATCHER'S CHEST PROTECTOR--THE ORNAMENTAL DESIGN FOR A CATCHER'S CHEST PROTECTOR	D494323 *(29/170,349)*	08-10-04 *(11-04-02)*
COMPOSITE BASEBALL BAT HAVING AN INTERFACE SECTION IN THE BAT BARREL	6764419 *(10/336,140)*	7-20-04 *(01-03-03)*
CONTROLLED FLEX SKATE BOOT	6381877 *(09/451,399)*	5-7-02 *(11-30-99)*
END CAP ASSEMBLY FOR THIN WALL METAL BALL BATS	6334825 *(09/585,234)*	1-1-02 *(05-31-00)*
EXPOSED CARBON CORE BICYCLE SEAT POST AND METHOD OF MANUFACTURE THEREOF	6213488 *(09/203/234)*	4-10-01 *(12-01-98)*
GLOVE CLOSURE APPARATUS	6941578 *(10/429,540)*	9-13-05 *(05-03-03)*

Description	Patent No. (Appl. No.)	Issued (File Date)
GOLF CLUB HEAD WITH PORTS AND WEIGHTED RODS FOR ADJUSTING WEIGHT AND CENTER OF GRAVITY	6923734 *(10/423,169)*	8-2-05 *(07-28-00)*
GOVERNED PERFORMANCE ALUMINUM SHELL BAT	6248032 *(09/375,833)*	6-19-01 *(08-16-99)*
GOVERNED PERFORMANCE HARD SHELL BAT	6432007 *(09/628,935)*	8-13-02 *(07/28/00)*
GOVERNED PERFORMANCE METAL SHELL BAT	6334824 *(09/525,237)*	1-1-02 *(03-15-00)*
HANDLEBARS FOR BICYCLES, MOTORCYCLES, ALL TERRAIN BIKES, ALL TERRAIN VEHICLES AND JET SKIS	5257552 *(US 833,125)*	11-2-93 *(02-10-92)*
HANDLEBARS FOR MOTORCYCLES, DIRT BIKES, ALL TERRAIN VEHICLES AND JET SKIS	5117708 *(07/656,694)*	6-2-92 *(02-19-91)*
HIGH TEMPERATURE HEAT TOLERANT HOCKEY STICK SHAFT	6001035 *(08/822,180)*	12-14-99 *(03-20-97)*
HIGH TEMPERATURE HEAT TOLERANT HOCKEY STICK	D440617 *(29/115,619)*	4-17-01 *(12-16-99)*
HOSEL PORTION OF HOCKEY STICK--THE ORNAMENTAL DESIGN FOR HOSEL PORTION OF HOCKEY STICK	6467778 *(09/156,847)*	10-22-02 *(09/16/98)*
ICE SKATE	6695322 *(10/230,799)*	2-24-04 *(08-28-02)*
JOINT SYSTEM FOR TWO-PIECE HOCKEY STICK	5863269 *(08/889,084)*	1-26-99 *(07-07-97)*
LACROSSE STICK HEAD WITH BALL GUIDANCE AND CONTROL FINGERS	5064963 *(10/664,728)*	3-24-05 *(09-19-03)*
LIMB PROTECTOR	6128779 *(08/971,087)*	10-10-00 *(11-14-97)*
METAL ARTICLES WITH SMOOTH SURFACE HAVING DURABLE VISIBLE MARKING AND METHOD OF MANUFACTURE	6896787 *(10/243892)*	5-24-05 *(09-13-02)*
METAL MATRIX COMPOSITE SHAFTS FOR GOLF CLUBS	6273829 *(09/235707)*	8-14-01 *(01-22-99)*
OBJECT STRIKING IMPLEMENT VIBRATION DAMPING	6767297 *(10/170,862)*	7-27-04 *(06-13-02)*
PROCESS OF PRODUCING A COLORED AREA OF DESIRED DEPTH IN AN ANODIZED LAYER OF METAL ARTICLE	6821305 *(10/405,777)*	11-23-04 *(04-01-03)*
RIGID SHELL LAYERED SOFTBALL BAT WITH ELASTOMER LAYER	6663517 *(10/167094)*	12-16-03 *(06-10-02)*
SAFETY BALL	5951420 *(09/072643)*	9-14-99 *(05-04-98)*
SET OF IN-LINE WHEELS--THE ORNAMENTAL DESIGN FOR A SET OF IN-LINE WHEELS	D403388 *(29/072643)*	12-29-98 *(09-19-97)*
SET OF IN-LINE WHEELS--THE ORNAMENTAL DESIGN FOR A SET OF IN-LINE WHEELS	D417900 *(29/91349)*	12-21-99 *(07-28-98)*
SHOCK ATTENUATING BALL BAT	5593158 *(08/576,005)*	1-14-97 *(12-21-95)*
SIMULATED WOOD COMPOSITE BALL BAT	5395108 *(08/183,738)*	3-7-95 *(01-19-94)*
SPOKED CYCLE WHEEL	6425641 *(09/782,829)*	7-30-02 *(02-13-01)*
TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS	6176640 *(09/353.523)*	1-23-01 *(07-14-99)*
VIBRATION DAMPENED HAND-HELD IMPLEMENTS	5772541	6-30-98

Description	Patent No. (Appl. No.)	Issued (File Date)
	(08/847,180)	*(05-01-97)*
WHEELS FOR INLINE ROLLER SKATES	5964469 *(08/845,498)*	10-12-99 *(04-24-97)*
YOUTH BASEBALL/SOFTBALL PANTS--THE ORNAMENTAL DESIGN FOR YOUTH BASEBALL/SOFTBALL PANTS	D475836 (29/167,300)	06-17-03 (09-12-02)
BASEBALL BATTING GLOVE--THE ORNAMENTAL DESIGN FOR A BASEBALL BATTING GLOVE	D327754 *(07/880,362)*	07-07-92 *(07-27-90)*
BATTER'S GLOVE--THE ORNAMENTAL DESIGN FOR A BATTER'S GLOVE	D346883 *(07/880,362)*	05-10-94 *(05-07-92)*
SAFETY BALL HAVING A CLOTH COVER WITH A FLAT-STITCHED SEAM AND METHOD	5253865 *(07/893,497)*	10-19-93 (06-04-92)
TUBULAR METAL BALL BAT INTERNALLY REINFORCED WITH FIBER COMPOSITE	5364095 *(07/704,678)*	11-15-94 *(05-21-91)*
DUAL ADJUSTABLE CANTILEVER FOR SHOULDER PADS	5237704 *(US 870,824)*	08-24-94 *(04-20-92)*
HOLLOW BAT AND METHOD OF MAKING	4248425 *(US 030,617)*	02-03-81 *(04-06-79)*
HOLLOW BAT AND METHOD OF MAKING	4177989 *(US 855,320)*	12-11-79 *(11-28-77)*
INLINE HOCKEY SKATE	5893569 *(US 08/745,268)*	04-13-99 *(11-08-96)*
INLINE SKATE AND SKATE WHEELS HAVING PNEUMATIC BRAKING ELEMENT	5813678 *(US 862,868)*	09-29-98 *(05-23-97)*
SWAGED INTEGRAL BUTT AND REEL SEAT FOR FISHING ROD	4083141 *(US 738,735)*	04-11-78 *(11-04-76)*
TUBULAR METAL BAT INTERNALLY REINFORCED WITH FIBER AND METALLIC COMPOSITE (TI-CORE)	6042493 *(US 09/990,891)*	03-28-00 *(05-14-98)*

Pending Applications

Description	Appl. No.	Filing Date
GLOVE APPARATUS AND METHOD	10840310	5/6/2004
TUBULAR METAL BAT INTERNALLY REINFORCED WITH FIBER AND METALLIC COMPOSITE	09990891	11/21/01
ARTICLE OF FOOTWEAR COMPRISING A UNITARY SUPPORT STRUCTURE AND METHOD OF MANUFACTURE	10939265	9/10/2004
BALL BAT EXHIBITING OPTIMIZED PERFORMANCE VIA DISCRETE LAMINA TAILORING	11034993	1/12/2005
BALL BAT EXHIBITING OPTIMIZED PERFORMANCE VIA SELECTIVE PLACEMENT OF INTERLAINAR SHEAR CONTROL ZONES	10903493	7/29/2004
BALL BAT INCLUDING A FOCUSED FLEXURE REGION	11188146	7/22/2005
BALL BAT INCLUDING AN INTEGRAL SHOCK ATTENUATION REGION	11078782	3/11/2005
BALL BAT WITH A STRAIN ENERGY OPTIMIZED BARREL	11044430	1/26/2005
BALL CATCHING AND DELIVERY FRAME WITH VARIABLE FLEX	60560999	4/9/2004
BALL CATCHING AND DELIVERY FRAME WITH VARIABLE FLEX	11103165	4/11/2005
BALL CATCHING AND DELIVERY FRAME WITH VARIABLE FLEX SIDEWALLS		4/9/2005
BALL CATCHING AND DELIVERY FRAME WITH VARIABLE FLEX SIDEWALLS	10928330	8/27/2004

Description	Appl. No.	Filing Date
BICYCLE STEM WITH STRESS REDUCING HANDLEBAR CLAMP	10400129	3/25/2003
BICYCLE WHEEL	10836009	4/30/2004
COLLAPSIBLE L-SCREEN FOR PROTECTING A BASEBALL PITCHER	11215372	8/29/2005
COMPOSITE BALL BAT HAVING A METAL KNOB	10753649	1/8/2004
COMPOSITE BALL BAT WITH CONSTRAINED LAYER DAMPENING	11152036	6/14/2005
CYCLE HANDLEBARS AND ATTACHMENTS WITH ADJUSTABLE FOREARM PADS	10256690	9/27/2002
GLOVE APPARATUS AND METHOD	10840310	5/6/2004
HOCKEY STICK	09663598	9/15/2000
HOCKEY STICK	09929299	8/14/2001
HOCKEY STICK	10290052	11/6/2002
HOCKEY STICK	10439652	5/15/2003
HOCKEY STICK	10689545	10/20/2003
HOCKEY STICK	10759525	1/16/2004
HOCKEY STICK	10826983	4/16/2004
ICE SKATE	10746955	12/23/2003
OPTIMIZED BALL BAT	05026872	7/28/2005
RIGID SHELL LAYERED SOFTBALL BAT WITH ELASTOMER LAYER	09585233	5/31/2000
SPORTS EQUIPMENT HANDLE WITH CUSHION AND GRIP RIBS	10666449	9/19/2003
LACROSS STICK HEAD WITH BALL GUIDANCE AND CONTROL	10664728	09/19/03

Riddell, Inc.
(Illinois Corporation)

U.S. Patents

Issued Patents

Description	Patent No.	Issued
JAW PAD	D492818	07/06/04
INFLATABLE CROWN LINER FOR A PROTECTIVE HELMET	D475486	06/03/00
FOOTBALL HELMET	D465067	10/29/02
PROTECTIVE HELMET WITH ADJUSTABLE SIZES	6240571	06/05/01
CHIN STRAP ASSEMBLY FOR USE WITH AN ATHLETIC HELMET	6081932	07/04/00
CHIN PROTECTOR FOR HELMETS	5794274	08/18/98
FACEGUARD FOR A BATTER'S HELMET	D358686	05/23/95
INFLATABLE LINER FOR PROTECTIVE HEADGEAR	5175889	01/05/93
PROTECTIVE HELMET AND LINER	5035009	07/30/91
FOOTBALL SHOULDER PAD	5029341	07/09/91
SHOCK ABSORBING PAD STRUCTURE FOR ATHLETIC EQUIPMENT	4985931	01/22/91
ATHLETIC SHOCK ABSORBING PAD	4926503	05/22/90
CANTILEVER STRAP FOR FOOTBALL SHOULDER PADS	4872216	10/10/89
PADDING STRUCTURE FOR USE IN PROTECTIVE HEADGEAR	4831668	05/23/89

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Bell Sports, Inc.
(California Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
Design only	3004287	10/04/05
AIRTIGHT TECHNOLOGY	3030870	12/13/05
RACESTAR	2989647	08/30/05
SAVASA	3012122	11/01/05
SAVASA	3012121	11/01/05
SAVASA	3012120	11/01/05
FLATBLOCKER	2793347	12/09/03
GET READY. GEAR UP!	2874461	08/17/04
BELL and Design	2869319	08/03/04
BELL and Design	3030058	12/13/05
BELL and Design	2869318	08/03/04
BELL and Design	2941575	04/19/05
BELL and Design	2881411	09/07/04
BELL and Design	2817306	02/24/04
COPILOT	2642985	10/29/02
COPILOT	2728153	06/17/03
VISTALITE	2704644	04/08/03
SMART FIT	2542212	02/26/02
E.C.G.	2541842	02/19/02
NIGHTSTICK	2443236	04/10/01
ALTA	2369065	07/18/00
CIRCUIT	2257790	06/29/99
SPORTS INSTRUMENTS and Design	2248034	05/25/99
SPOKE-HEDZ	2025455	12/24/96
SPOKE-HEDZ	2026937	12/31/96
SPOKE-HEDZ	2025450	12/24/96
SPORTS INSTRUMENTS	2046795	03/18/97
ROC LOC	1927085	10/17/95
BLACKBURN and Design	1859627	10/25/94
VETTER	1961240	03/12/96
BELL HELMETS and Design	1676643	02/25/92
MTN RACK	1657322	09/17/91
BIKE BEARS	1565444	11/14/89
BIKE BEARS	1558762	10/03/89
MICROSHELL	1536238	04/25/89
ULTRALIGHT	1549649	07/25/89
SIDELIGHTS	1507998	10/11/89

Mark	Registration No.	Registration Date
GIRO	1541697	05/30/89
CURB CRUISER	1455159	09/01/87
MOTO	1425610	01/20/87
CYCLOTECH	1447105	07/14/87
GIRO	1416726	11/11/86
FOLD N' STOR	1373676	12/03/85
REV and Design	1371220	11/19/85
CPC and Design	1395502	06/03/86
MOTO4	1329345	04/09/85
BELL and Design	1330653	04/16/85
FORCE FLOW	1318998	02/12/85
TOURLITE and Design	1342116	06/18/85
BELL and Design	1322986	03/05/85
ROADSTAR	1368690	11/05/85
BELL	0815907	09/27/66

Pending Applications

Mark	Application No.	Filing Date
TRUE FIT	78767603	12/06/05
RACESTAR	78709253	09/08/05
EXPRESS 10	78662828	07/01/05
DIALOC	78633240	05/19/05
BLACKBURN	78470640	08/19/04
BLACKBURN	78470639	08/19/04
Design only	78470491	08/19/04
BLACKBURN	78470484	08/19/04
Design only	78470477	08/19/04
BLACKBURN	78470461	08/19/04
Design only	78470444	08/19/04
BLACKBURN	78470434	08/19/04
Design only	78470418	08/19/04
Design only	78470410	08/19/04
BLACKBURN	78470386	08/19/04
STRETCHING MY POTENTIAL	78345651	12/26/03
STRETCHING MY POTENTIAL	78345649	12/26/03
STRETCHING MY POTENTIAL	78345648	12/26/03
STRETCHING MY POTENTIAL	78345647	12/26/03
SAVASA	78345122	12/23/03
SPORTS INSTRUMENTS	76587450	04/19/04

Easton Sports, Inc.
(California Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date

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Mark	Registration No.	Registration Date
BIO-DRI	2841740	
BLACK MAGIC	2876895	
BLASTING CAP	2730794	
BUILT TO WIN	2821763	
CT2	2543077	
CXN	2849554	
CYCLONE	2954769	
CYCLONE	2669366	
EE EASTON OUTFITTERS	2839762	
EA50	2532245	
EA70	2570177	
EASTON	1066825	
EASTON	1839436	
EASTON	2649179	
EASTON & Design	2766939	
EASTON Device only	2649178	
EZ CURVE	2815856	
FRM	2940908	
GRIP LITE	2836651	
INCREDIBALL (Design)	1233764	
INCREDIGLOVE (Design)	1544629	
INDURABALL	2823554	
MAGNUM	1738465	
MAX-BARREL	1959927	
OCTANE	2563914	
RAZOR BLADZ	2377355	
REDLINE	2806691	
REDLINE	2132613	
REFLEX	1198037	
REFLEX	2691159	
REFLEX	2017386	
SC777	2673242	
SC888	2801313	
STIX	2750309	
SYNERGY	2748987	
SYNERGY	2747291	
SYNTHESIS	2751410	
T-FLEX	1832815	
THE LUMBER COMPANY	2188076	
THE LUMBER COMPANY/Design	2304725	
THE NATURAL SERIES	2449816	

TRII\640216v1

Mark	Registration No.	Registration Date
THUNDERCLUB	2750486	
TORPEDO	2797914	
TRIPLE 7	2777956	
TRI-SHELL	2583954	
ULTRA LITE ULTRA LITE	2419039	
ZERO SHOCK	2753293	
INCREDIBAT INCREDIBAT	1449881	
VELOMAX VELOMAX	2988675	

Pending Applications

Mark	Application No.	Filing Date
BLACK LABEL	78439961	
C900	78571800	
C999	78313322	
CNT	78431232	
DELTA FORCE	78398261	
E E	78733226	
EASTON	78733243	
EUROPRO	78508651	
GRAB-ALL	78448765	
MOJO	78380535	
OCTANE	78249935	
(Stylized) ONE	78540235	
REBEL	78562077	
SC900	78448758	
SC999	78448761	
THE LUMBER CO.	76977753	
THE LUMBER COMPANY	76537769	
HYPERLAUNCH	78743758	
SKWEEZLE	78737435	
SYNERGY	78736625	

Equilink Licensing, LLC
(Delaware LLC)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date

TRI1\640216v1

Mark	Registration No.	Registration Date
SUPER K	0681437	07/07/59
SEAMCO	0646056	05/28/57

TRI1\640216v1

MacMark Corporation
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
M and Design	2441224	04/04/01
MACGREGOR	1705112	08/04/92
M and Design	1362184	09/24/85
MAC GREGOR	1353044	08/06/85
THE ATHLETE'S CHOICE	1355604	08/20/85
M THE ATHLETE'S CHOICE and Design	1337917	05/28/85
MACGREGOR	1349370	07/16/85
MACGREGOR	1331021	04/16/85
MACGREGOR	1324742	03/12/85
MACGREGOR	0576102	06/16/53

Riddell, Inc.
(Illinois Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
REVOLUTION	3051526	01/24/06
REVOLUTION	2803601	01/06/04
ISOLATOR	2856388	06/22/04
TAILGATE PACK	2544408	03/05/02
HELMET OF PLAYERS	2482343	08/28/01
ANTENNA GEAR	2577591	06/11/02
DASHER	2531687	01/22/02
ROOM WORKS	2498146	10/16/01
CALLMAKER	2560007	04/09/02
GAME GREATS	2307187	01/11/00
MAXPRO	1913162	08/22/95
MR. TOUGH	1405117	08/12/86
THUNDER	1403296	07/29/86
MAXPRO	1360848	09/17/85
AERO-CELLS	0746187	03/05/63

Pending Applications

Mark	Application No.	Filing Date

Mark	Application No.	Filing Date
HITS	76634393	03/25/05
SRS	76634367	03/25/05
SIDELINE RESPONSE SYSTEM	76634338	03/25/05
HIT SYSTEM	76634300	03/25/05
CUSTOM POWER X and Design	76614870	10/04/04
CFX	76614855	10/04/04
CUSTOM POWER EXTREME	76614854	10/04/04
CUSTOM POWER and Design	76614744	10/04/04
CUSTOM POWER	76614743	10/04/04

Ridmark Corporation
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
RIDDELL	1896715	05/30/95
POWER and Design	2039625	02/25/97
R and Design	2048556	04/01/97
POWER	1922193	09/26/95
POWER PAC	1809340	12/07/93
WARRIOR	1868448	12/20/94
AIR PAC	1710192	08/25/92
POWER and Design	1711910	09/01/92
Z-BAR	1746487	01/12/93
VSR	1498792	08/02/88
BIOLITE	1497865	07/26/88
POWER	1537482	05/02/89
RIDDELL	1112549	02/06/79
RIDDELL	0867019	03/25/69
KRA-LITE	0662126	05/27/58
KRA-LITE	0622611	03/06/56

Pending Applications

Mark	Application No.	Filing Date
POWER	78332795	11/25/03
RIDDELL	76633764	03/18/05
RIDDELL	76633762	03/18/05
R and Design	76633761	03/18/05
RIDDELL	76633760	03/18/05
RIDDELL	76633759	03/18/05
RIDDELL	76633743	03/18/05
R and Design	76633742	03/18/05
RIDDELL	76633741	03/18/05
RIDDELL	76633740	03/18/05
RIDDELL	76633739	03/18/05
RIDDELL	76633738	03/18/05

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