

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
Classic Sport Companies, Inc.		04/18/2007	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	The Bank of New York, as Agent
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039-5699
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2434784	444
Registration Number:	2434785	111 MINI SERIES
Registration Number:	2417221	COMPOSITECH
Registration Number:	2422979	222
Registration Number:	2417220	C.B.C. CLASSIC BALL COMPANY
Registration Number:	2933910	LET'S PLAY DAD
Registration Number:	1985952	CLASSIC SPORT
Registration Number:	2689661	CLASSIC SPORT
Registration Number:	2497676	THE GOOD IN SPORTS
Registration Number:	2564406	OLD SCHOOL
Registration Number:	2887438	OLD SCHOOL
Registration Number:	2770295	CLASSIC SPORT
Registration Number:	2726037	BEAT THE RUSH

OP \$390.00 2434784

Registration Number:	2898033	AT THE BUZZER
Registration Number:	2875565	

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	035732-0032
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	05/07/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of April 18, 2007 by Classic Sport Companies, Inc., a Colorado corporation (“**Grantor**”) in favor of The Bank of New York, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below)(“**Grantee**”):

WITNESSETH

WHEREAS, Grantee and Lenders are parties to that certain Credit Agreement dated as of June 4, 2004 (as amended, restated, reaffirmed, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, Grantor is a party to that certain Joinder Agreement dated as of even date herewith in favor of Agent pursuant to which Grantor has joined that certain Security Agreement dated as of June 4, 2004 in favor of Agent (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, for its benefit and 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), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Financing Documents; and

WHEREAS, Grantor is required to execute and deliver this Agreement pursuant to the Security Agreement.

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 hereby agrees with Agent as follows:

1. Incorporation of Financing Documents. The Credit Agreement, Security Agreement, and Guaranty 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Security Agreement), 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 and hereafter created, acquired or arising:

(i) each Trademark (as defined in the Security Agreement) 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

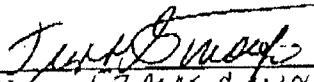
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

[signature page follows]

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

CLASSIC SPORT COMPANIES, INC.,

By: 
Name: FRANK CONNER
Title: CHIEF FINANCIAL OFFICER

[Second Lien Trademark Security Agreement]

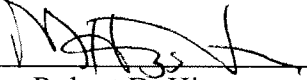
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CLASSIC SPORTS COMPANIES, INC.,

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK,
as Agent

By:  _____
Name: Robert D. Hingston
Title: Vice President

SCHEDULE 1

See attached.

Sch. 1-1

4 15 Classic Trademarks.xls

IMATTERNO	TMARK	FILE	APPNO	REG	REGNO	STATUS
43108.0003	444	12-Aug-99	75/779,802	13-Mar-01	2434784	REGISTERED
43108.0005	111 MINI SERIES	12-Aug-99	75/779,804	13-Mar-01	2434785	REGISTERED
43108.0006	COMPOSITECH	12-Aug-99	75/779,805	02-Jan-01	2417221	REGISTERED
43108.0009	222	12-Aug-99	75/779,808	23-Jan-01	2422979	REGISTERED
43108.001	C.B.C. CLASSIC BALL COMPANY	12-Aug-99	75/779,800	02-Jan-01	2417220	REGISTERED
43108.003	CLASSIC SPORT & DESIGN	22-Jan-02	1128206	29-Mar-06	661767	REGISTERED
43108.0031	LET'S PLAY DAD	25-Jan-02	78/104,997	15-Mar-05	2933910	REGISTERED
43108.0032	LET'S PLAY DAD	28-Jan-02	1128862			ABANDONED
43108.0039	CLASSIC SPORT (Stylized and design)	18-Jul-02	824732570			PENDING
43108.004	OLD SCHOOL	05-Jul-02	824688643			PENDING
43108.840002.010	OLD SCHOOL	22-Jan-02	1128204			ABANDONED
43108.840010.000	CLASSIC SPORT	28-Apr-93	74/383,726	09-Jul-96	1985952	REGISTERED
43108.840010.001	CLASSIC SPORT	15-Nov-99	75/848,514	25-Feb-03	2689661	REGISTERED
43108.840010.020	CLASSIC SPORT	04-Apr-02	541781	12-Dec-02	773150	REGISTERED
43108.840010.750	CLASSIC SPORT		908438			ABANDONED
43108.840010.960	CLASSIC SPORT (design)	02-Jan-01	2023034	18-Feb-02	2023034	REGISTERED
43108.840010.961	CLASSIC SPORT (design)	25-Jan-01	2056190	22-Mar-02	2056190	REGISTERED
43108.840011.000	THE GOOD IN SPORTS	15-Nov-99	75/848,513	16-Oct-01	2497676	REGISTERED
43108.840012.000	OLD SCHOOL	17-Apr-00	76/026,154	23-Apr-02	2564406	REGISTERED
43108.840012.020	OLD SCHOOL	04-Apr-02	541782	29-Apr-02	743924	REGISTERED
43108.840012.750	OLD SCHOOL	04-Apr-02	908439	04-Apr-02	908439	REGISTERED
43108.840012.960	OLD SCHOOL	04-Apr-02	2642809	04-Apr-02	2642809	REGISTERED
43108.840013.000	SURF & TURF	25-Jan-99	75/627,243	01-Feb-00	2314462	ABANDONED
43108.840014.000	OLD SCHOOL	30-Aug-01	78/081,947	21-Sep-04	2887438	REGISTERED
43108.840015.000	CLASSIC SPORT stylzed and/or with design	13-Sep-01	78/083,844	30-Sep-03	2770295	REGISTERED
43108.840017.000	BEAT THE RUSH	05-Apr-02	78/119,923	10-Jun-03	2726037	REGISTERED
43108.840018.000	AT THE BUZZER	23-Apr-02	78/123,623	28-Oct-04	2898033	REGISTERED
43108.840019.000	BOOMERANG	26-Jun-02	78/138,890	17-Aug-04	2875565	REGISTERED
43108.840020.US0	ELECTRIX	16-May-03	78/251,066			ABANDONED
43108.840021.US0	FIVE POINT	20-Jun-03	78/265,297			ABANDONED