

**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
American Sportsworks LLC		06/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	One South Wacker Drive
Internal Address:	Suite 2980
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	INC. ASSOCIATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2165500	THUNDERBIRD
Registration Number:	2207570	COYOTE
Registration Number:	2243344	CRITTER
Registration Number:	2266806	DEUCE
Registration Number:	2305479	MANCO
Registration Number:	2338981	CONDOR
Registration Number:	2520616	MASTERS OF MOTION
Registration Number:	2523012	HORNET
Registration Number:	2859337	HORNET
Registration Number:	3006293	AERFORCE
Registration Number:	3157758	PHOENIX
Registration Number:	2795779	THE GO KART FACTORY
Registration Number:	2990625	CHUCK WAGON

CH \$340.00 2165500

**CORRESPONDENCE DATA**

Fax Number: (312)630-7388  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-368-4058  
Email: thomas.ryan@dlapiper.com  
Correspondent Name: Thomas W. Ryan  
Address Line 1: P.O. Box 64807  
Address Line 2: DLA Piper US LLP  
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	304206-000033
NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	07/05/2007

**Total Attachments: 18**  
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**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") made as of the 28th day of June, 2007, by AMERICAN SPORTWORKS LLC, a Delaware limited liability company, having a mailing address at 4404 Engle Ridge Drive, Fort Wayne, Indiana 46804, and having a federal employer identification number of 20-8944759 and an organizational number of 4344043 ("**Debtor**"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders under the Credit Agreement referred to below, having a mailing address at One South Wacker Drive, Suite 2980, Chicago, Illinois 60606 ("**Secured Party**").

This Agreement supplements the Revolving Credit, Term Loan and Security Agreement, dated as of June 28, 2007 (the "**Credit Agreement**"), among Debtor, the financial institutions party thereto (the "**Lenders**") and PNC Bank, National Association, as Agent for the Lenders. The Trademark Collateral described in this Agreement is also part of the Collateral described in the Credit Agreement.

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

**ARTICLE I**  
**CONSTRUCTION AND DEFINED TERMS**

SECTION 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

SECTION 1.02. *Schedules and Exhibits.* Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Other Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

SECTION 1.03. *Credit Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Credit Agreement, shall have the same definitions as in the Credit Agreement, which definitions are incorporated herein by reference.

SECTION 1.04. *Other Defined Terms.* Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Core Trademark Collateral**" As defined in Section 2.01.

"**Goodwill**" As defined in Section 2.01.

**"Event of Default"** The occurrence of any Event of Default under the Credit Agreement.

**"License"** As defined in Section 2.02.

**"Licensed Rights"** As defined in Section 2.01.

**"Lien Notice"** Any instrument, document, agreement, notice, acknowledgment, or consent made by, given to, or filed, recorded, or registered with, any Person, and regardless of whether required by any law, for the purpose of effecting, perfecting, protecting, continuing, maintaining, registering, or giving notice of any Lien (or the possibility of a Lien and regardless of whether any Lien other than the Lien Notice exists or the effect of the Lien Notice) upon, or to perfect any security interest by taking control of (as the term "control" is used in Article 8 or Article 9 of the Uniform Commercial Code, as the case may be), any of Debtor's Property (including any Collateral), or for any precautionary purposes, including any of the following that may be given to, or filed, recorded, or registered with, any Person (including any Governmental Body) for any of the foregoing purposes: security agreements, control agreements, control consents, acknowledgments of possession, financing statements, lien filings, judgments, leases, indentures, collateral assignments, assignments of claims, intellectual property security agreements, and notices of any of the foregoing.

**"Proceeds"** As defined in Section 2.01.

**"Property"** Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

**"Scheduled Trademark"** or **"Scheduled Trademarks"** Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

**"Trademark"** or **"Trademarks"** Any trademark, service mark, collective mark, certification mark, or other distinctive mark, or other Property, that may be entitled to trademark protection under any law.

**"Trademark Collateral"** As defined in Section 2.01.

**"Trademark Office"** The United States Patent and Trademark Office, and any successor thereto.

**"Trademark Records"** As defined in Section 2.01.

## **ARTICLE II** **COLLATERAL ASSIGNMENT; SECURITY INTEREST; LICENSE**

SECTION 2.01. *Collateral Assignment; Security Interest.* To further secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of the Credit Agreement or any Other Document, Debtor hereby collaterally assigns to Secured Party, for its benefit and for the ratable benefit of the Lenders, and grants to Secured Party, for its benefit and for the ratable benefit of the Lenders, a security interest in, all of

Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as "**Trademark Collateral**"):

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for, any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "**Core Trademark Collateral**"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as "**Goodwill**"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any license granted to Debtor under this Agreement) (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9 of the Uniform Commercial Code) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

Notwithstanding the foregoing, Trademark Collateral shall not include, and Debtor shall not be deemed to have granted a security interest in (i) any rights or interests in any license, contract or agreement to which Debtor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law) or (ii) any rights or property, including, without limitation, any intent-to-use trademark applications to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein; provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Debtor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and

provided, further, that notwithstanding any such restriction, Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

SECTION 2.02. *License to Debtor.* Secured Party hereby grants to Debtor, for so long as no Event of Default shall have occurred and be continuing, an exclusive, revocable, nontransferable license under the Scheduled Trademarks to use and display the Scheduled Trademarks in connection with the Debtor's business for Debtor's own benefit and account and for none other (referred to herein as the "**License**"). The License is granted to Debtor without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, all of which are expressly disclaimed. Debtor shall indemnify and hold harmless Secured Party from and against any and all claims, penalties, damages, costs, fees and expenses (including attorney's fees and litigation expenses) arising out of or relating to the License, and Debtor's obligations to indemnify and hold harmless Secured Party shall survive the termination of this Agreement. Without limiting the generality or legal effect of any provision of this Agreement, it is a requirement of the License that Debtor shall comply fully with the terms of this Agreement, the Credit Agreement and the Other Documents, and the License is conditioned upon such full compliance by Debtor. Debtor shall not sell or assign Debtor's interest in the License without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole discretion. Debtor shall not grant any license or sublicense in the Scheduled Trademarks unless such license or sublicense is expressly permitted by the terms of the Credit Agreement.

SECTION 2.03. *Supplement to Credit Agreement.* This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement and the Other Documents, all terms of which are incorporated herein by reference.

### **ARTICLE III** **REPRESENTATIONS AND WARRANTIES**

Debtor makes the following representations and warranties to Secured Party:

SECTION 3.01. *Ownership.* Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Scheduled Trademarks, free from any Lien other than Permitted Encumbrances and the first priority Lien in favor of Secured Party under the Credit Agreement and the Other Documents. Debtor has made no previous assignment, transfer or agreement in conflict with this Agreement or constituting a present or future assignment or transfer of, or encumbrance on, any of the Scheduled Trademarks. Debtor represents and warrants that Debtor is not a party to, or otherwise bound by, any assignment, license, covenant or other agreement relating to the Scheduled Trademarks, other than any assignment, license, covenant or other agreement in favor of Secured Party or specifically disclosed to Secured Party in the Credit Agreement.

SECTION 3.02. *Trademarks.* The Scheduled Trademarks constitute all of the unexpired Trademarks, and filings, registrations and recordings of, and applications for, Trademarks, that are as

of the date hereof owned by Debtor or are pending on behalf of Debtor in the United States or in any other country or jurisdiction (as set forth on Schedule 1 to this Agreement).

#### **ARTICLE IV** **COVENANTS**

Debtor covenants and agrees to the following:

SECTION 4.01. *Special Power of Attorney*. On the date hereof, and to supplement Debtor's rights under this Agreement, the Credit Agreement and the Other Documents, Debtor shall execute and deliver to Secured Party the Special Power of Attorney in the form of Exhibit A.

SECTION 4.02. *Liens; Lien Notices; Dispositions*. Debtor shall not (a) create, incur, assume, or suffer to exist any Liens upon any Trademark Collateral other than Permitted Encumbrances, (b) execute or authorize, or file or permit to be on file in any public office, any Lien Notice regarding any Trademark Collateral, or (c) sell, assign, lease, license, transfer, surrender, or otherwise dispose of any Trademark Collateral, unless (with respect to each of clauses (a), (b) and (c)) Debtor shall be expressly permitted to do so by the terms of the Credit Agreement.

#### **ARTICLE V** **REMEDIES**

SECTION 5.01. *Remedies*. Secured Party shall have all of the rights and remedies available under this Agreement, the Credit Agreement and any Other Document, the Uniform Commercial Code, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency, shall not affect Secured Party's interest in the Trademark Collateral until the Obligations have been fully paid and satisfied and the Credit Agreement has been terminated.

SECTION 5.02. *Separate Assignment; Attorney-in-Fact*. (a) Upon the occurrence and during the continuance of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement, the Credit Agreement or any Other Document, or under common or statutory law, Secured Party may require Debtor forthwith to (i) execute and deliver an assignment, substantially in the form of Exhibit B, of all right, title and interest in and to the Scheduled Trademarks and (ii) take such other action as Secured Party may request to evidence the outright assignment of such Scheduled Trademarks or to exercise, register or further perfect and protect Secured Party's rights and remedies with respect to such assigned Scheduled Trademarks, in which event Debtor immediately shall execute and deliver such assignment and take such other action as Secured Party so requests.

(b) Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in Secured Party's sole discretion, as Debtor's true and lawful attorney-in-fact, with power of substitution, after the occurrence and during the continuance of an Event of Default to (i) sign and endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Scheduled Trademarks, including, if Debtor fails to execute and deliver to Secured Party a separate assignment apart from this Agreement substantially in the form of Exhibit B within two (2) days after Secured Party's written request to Debtor therefor, a separate assignment apart

from this Agreement substantially in the form of Exhibit B, (ii) take any other actions with respect to the Scheduled Trademarks as Secured Party deems in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Scheduled Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Scheduled Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations (other than contingent indemnification obligations) shall have been fully paid and satisfied and the Credit Agreement has been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Credit Agreement and the Other Documents, but rather is intended to facilitate the exercise of such rights and remedies.

## **ARTICLE VI** **GENERAL PROVISIONS**

SECTION 6.01. *Remedies Cumulative.* Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement, the Credit Agreement or any Other Document, Secured Party may exercise any one or more of its rights and remedies under common or statutory law, and Secured Party may exercise such rights and remedies cumulatively and simultaneously. No failure or delay on the part of Secured Party in exercising any right, power or privilege hereunder or under the Credit Agreement or any Other Document and no course of dealing between Debtor or any other Person and Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement or any Other Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on Debtor in any case shall entitle Debtor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

SECTION 6.02. *Notices.* Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Credit Agreement.

SECTION 6.03. *Successors and Assigns.* This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party, the Lenders and Secured Party's and the Lenders' successors, transferees and assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

SECTION 6.04. *Filing, Registering, Recording.* Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Body to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement, including any filing, registration or recording with the Trademark Office or any public office for recording UCC financing statements. Debtor shall pay all of Secured Party's costs and expenses (including attorney's fees) of filing, registering or recording this Agreement.



SECTION 6.05. *Termination*. At such time as Debtor shall have fully paid and satisfied all of the Obligations (other than contingent indemnification obligations) and the Credit Agreement has been terminated, and the Lenders shall have no further commitment or other obligation to extend or advance credit to or for the account of any Borrower, this Agreement shall terminate (excepting any provisions which expressly survive the termination of this Agreement) and Secured Party shall, at Debtor's sole cost and expense, execute and deliver to Debtor all deeds, assignments and other instruments as may be reasonably necessary to re-vest in Debtor all remaining right, title and interest in and to the Trademark Collateral, without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, and subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement, the Credit Agreement or the Other Documents. Notwithstanding anything to the contrary in this Agreement, the Credit Agreement or any Other Document, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Secured Party or any Lender in respect of the Obligations is rescinded or must otherwise be restored or returned by Secured Party or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Borrower or any substantial part of Debtor's assets, or otherwise, all as though such payments had not been made.

SECTION 6.06. *Miscellaneous*. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Obligations and the termination of the Credit Agreement. This Agreement is an Other Document within the definition of "Other Documents" in the Credit Agreement.

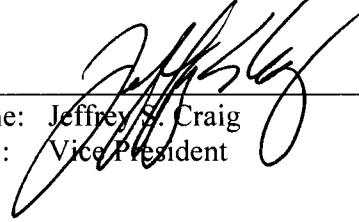
SECTION 6.07. *Governing Law*. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Illinois applied to contracts to be performed wholly within the State of Illinois.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

**DEBTOR:**

**AMERICAN SPORTWORKS LLC**

By:   
Name: Jeffrey S. Craig  
Title: Vice President


***Attachments:***

- Schedule 1 (Trademarks)
- Exhibit A (Special Power of Attorney)
- Exhibit B (Form of Assignment of Trademarks)

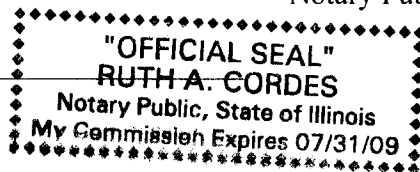
STATE OF ILLINOIS, COUNTY OF COOK, SS:

On this 28<sup>th</sup> day of June, 2007 before me personally came Jeffrey S. Craig, known to me (or whose identity was satisfactorily proven to me), who, being by me duly sworn, did depose and say that he is the Vice President of American SportWorks LLC, a Delaware limited liability company, the Debtor described in the foregoing Trademark Collateral Assignment and Security Agreement, and that in his capacity as Vice President, and being authorized to do so, he executed the foregoing Trademark Collateral Assignment and Security Agreement on behalf of American SportWorks LLC, for the purposes set forth therein.

AS WITNESS my hand and notarial seal.

  
Notary Public

My commission expires \_\_\_\_\_



**SCHEDULE 1 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**Part 1: U.S. Trademarks of Debtor:**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
2165500	June 16, 1998		THUNDERBIRD
2207570	December 1, 1998		COYOTE
2243344	May 4, 1999		CRITTER
2266806	August 3, 1999		DEUCE
2305479	January 4, 2000		MANCO
2338981	April 4, 2000		CONDOR
2520616	December 18, 2001		MASTERS OF MOTION
2523012	December 25, 2001		HORNET
2859337	July 6, 2004		HORNET
3006293	October 11, 2005		AERFORCE
3157758	October 17, 2006		PHOENIX
2795779	December 16, 2003		THE GO KART FACTORY
2990625	August 30, 2005		CHUCK WAGON

**Part 2: Pending U.S. Trademark Applications of Debtor:**

<b>Registration No.</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>

**Part 3: Foreign (non-U.S.) Trademarks of Debtor:**

<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
TMA510727	Canada	April 13, 1999		DEUCE
TMA510729	Canada	April 13, 1999		DINGO
TMA510731	Canada	April 13, 1999		MANCO
TMA517004	Canada	September 24, 1999		EAGLE
783035	European Community	August 16, 1999		DINGO

**Part 4: Pending Foreign (non-U.S.) Trademark Applications of Debtor:**

<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>


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

**SPECIAL POWER OF ATTORNEY**

STATE OF ILLINOIS, COUNTY OF COOK, SS:

KNOW ALL MEN BY THESE PRESENTS, that American SportWorks LLC, a Delaware limited liability company, with its principal office at 4404 Engle Ridge Drive, Fort Wayne, Indiana 46804 (referred to herein as "**Debtor**"), pursuant to a Trademark Collateral Assignment and Security Agreement dated the date hereof (referred to herein as the "**Security Agreement**"), made by Debtor in favor of PNC Bank, National Association, as Agent, a national banking association, with an office at One South Wacker Drive, Suite 2980, Chicago, Illinois 60606 (referred to herein as "**Secured Party**"), hereby appoints and constitutes Secured Party as Debtor's true and lawful attorney, with full power of substitution, and with full power and authority upon the occurrence and during the continuance of an Event of Default to perform the following acts on behalf of Debtor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the trademarks, service marks, collective marks, certification marks, or other distinctive marks listed on Schedule 1 attached hereto, and including those trademarks, service marks, collective marks, certification marks, or other distinctive marks which are added to the same subsequent hereto, and all filings, registrations and recordings thereof, and all pending applications therefor, and for the purpose of the filing, recording and registering of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose.

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made to supplement the Security Agreement and may not be revoked until all Obligations secured by the Security Agreement have been fully paid and satisfied and the Security Agreement has been terminated. This power of attorney is not in limitation of any power of attorney or other rights granted to Secured Party, or obligations imposed upon Debtor, in or by the Security Agreement.

WITNESS:

**DEBTOR:**

**AMERICAN SPORTWORKS LLC**

\_\_\_\_\_  
**(Acknowledgment on following page)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS, COUNTY OF COOK, SS:

On this \_\_\_\_\_ day of June, 2007 before me personally came Jeffrey S. Craig, known to me (or whose identity was satisfactorily proven to me), who, being by me duly sworn, did depose and say that he is the Vice President of American SportWorks LLC, a Delaware limited liability company, the Debtor described in the foregoing Special Power of Attorney, and that in his capacity as Vice President, and being authorized to do so, she/he executed the foregoing Special Power of Attorney on behalf of American SportWorks LLC, for the purposes set forth therein.

AS WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**(Schedule 1 on following page)**

**SCHEDULE 1 TO SPECIAL POWER OF ATTORNEY**

**Part 1: U.S. Trademarks of Debtor:**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
2165500	June 16, 1998		THUNDERBIRD
2207570	December 1, 1998		COYOTE
2243344	May 4, 1999		CRITTER
2266806	August 3, 1999		DEUCE
2305479	January 4, 2000		MANCO
2338981	April 4, 2000		CONDOR
2520616	December 18, 2001		MASTERS OF MOTION
2523012	December 25, 2001		HORNET
2859337	July 6, 2004		HORNET
3006293	October 11, 2005		AERFORCE
3157758	October 17, 2006		PHOENIX
2795779	December 16, 2003		THE GO KART FACTORY
2990625	August 30, 2005		CHUCK WAGON

**Part 2: Pending U.S. Trademark Applications of Debtor:**

<b>Registration No.</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>

**Part 3: Foreign (non-U.S.) Trademarks of Debtor:**

<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
TMA510727	Canada	April 13, 1999		DEUCE
TMA510729	Canada	April 13, 1999		DINGO
TMA510731	Canada	April 13, 1999		MANCO
TMA517004	Canada	September 24, 1999		EAGLE
783035	European Community	August 16, 1999		DINGO

**Part 4: Pending Foreign (non-U.S.) Trademark Applications of Debtor:**

<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>




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

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS ("**Assignment**") is made as of \_\_\_\_\_, 200\_\_ by AMERICAN SPORTWORKS LLC ("**Assignor**"), in favor of PNC BANK, NATIONAL ASSOCIATION ("**Assignee**").

Assignor and Assignee are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of June 28, 2007, made by Assignor in favor of Assignee (the "**Security Agreement**"), providing that upon the occurrence of any Event of Default (as defined in the Security Agreement), Assignor shall execute this Assignment; and

An Event of Default has occurred;

**ACCORDINGLY**, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee (a) Assignor's entire right, title and interest in and to (i) the trademarks, service marks, collective marks, certification marks, or other distinctive marks, and all filings, registrations and recordings thereof, and all pending applications therefor, listed on Schedule 1 attached hereto and made part hereof, and (a) all renewals thereof, (b) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "**Trademarks**"), and (b) all of Assignor's goodwill of Assignor's business connected with or associated with and symbolized by the Trademarks (referred to herein as "**Goodwill**").

2. Representations and Warranties. Assignor represents and warrants that Assignor has the full right and power to make the assignment of the Trademarks and Goodwill made hereby and that Assignor has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Trademarks or Goodwill except as set forth in the Security Agreement including the Schedules thereto.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns.

5. Governing Law. This Assignment shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Illinois.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

*Alternative A (if signed by Assignor)*

WITNESS:

\_\_\_\_\_

**AMERICAN SPORTWORKS LLC**

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Alternative B (if signed under power of attorney)*

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: Its attorney-in-fact under

\_\_\_\_\_ dated \_\_\_\_\_, 200\_\_

**SCHEDULE 1 TO ASSIGNMENT OF TRADEMARKS**

**Part 1: U.S. Trademarks of Assignor:**

<i>Registration No.</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>

**Part 2: Pending U.S. Trademark Applications of Assignor:**

<i>Registration No.</i>	<i>Filing Date</i>	<i>Applicant</i>	<i>Mark</i>

**Part 3: Foreign (non-U.S.) Trademarks of Assignor:**

<i>Registration No.</i>	<i>Jurisdiction</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>

**Part 4: Pending Foreign (non-U.S.) Trademark Applications of Assignor:**

<i>Registration No.</i>	<i>Jurisdiction</i>	<i>Filing Date</i>	<i>Applicant</i>	<i>Mark</i>