

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patents, Trademarks, Copyrights and Licenses Security Agreement (Trademarks and Patents)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rena Enterprises, Inc.		07/17/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	One South Broad
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3259248	DYNAMIC WARMTH TECHNOLOGY
Registration Number:	1513658	MEDALIST
Registration Number:	1791846	MEDALIST 24 HOUR EXPRESS
Registration Number:	2905304	MEDALIST ANTI-ODORGEAR
Registration Number:	2905303	MEDALIST BUGPROOF-GEAR
Registration Number:	3157004	MEDALIST HARDWEAR
Registration Number:	3167773	MEDALIST HARDWEAR
Registration Number:	2929307	MEDALIST HUNTGEAR
Registration Number:	3170866	MEDALIST TACTICAL SHIELD
Registration Number:	3170864	MEDALIST TACTICAL SHIELD
Registration Number:	1326007	NORTHWEST PASSAGE
Registration Number:	3063408	SILVERMAX
Registration Number:	1668592	SKI SKINS
Registration Number:	0889423	SKI SKINS

CH \$465.00 3259248

Registration Number:	1602395	SKINETICS
Registration Number:	1085574	UNDERWARMS
Registration Number:	0737938	BI-PLY
Serial Number:	78850548	WEATHER MAX WATERPROOF

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 018033
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/02/2007

Total Attachments: 15

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**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**
(Trademarks and Patents)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement (“Agreement”) is made as of the 17th day of July, 2007, by RENA ENTERPRISES, INC. (the “Company”), a Florida corporation, with its chief executive office located at 1047 MacArthur Road, Building IV, Reading, PA 19605 and delivered to WACHOVIA BANK, NATIONAL ASSOCIATION (the “Bank”), having a mailing address of One South Broad (PA4812), Philadelphia, PA 19107, Attention: Ms. Margaret Byrne.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement dated as of July 18, 2007 by and between PERFORMANCE SPORTS APPAREL, INC. (“Borrower”) and Bank (as supplemented, restated, amended, superseded or replaced from time to time, the “Loan Agreement”). To induce Bank to establish and/or continue financing arrangements with and consider making or continuing certain loans and extending or continuing to extend credit to Borrower, the Company agrees to grant to Bank a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company’s patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Bank is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has executed and delivered to Bank contemporaneously herewith that certain Guaranty in which Company guaranteed the Obligations of Borrower (the “Guaranty”).

C. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the “Patents”); trademarks, service marks, trade names, and service trade names and goodwill associated therewith (collectively, “Trademarks”); and copyrights, and copyright applications and licenses (collectively, the “Copyrights”) listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks and Copyrights hereinafter referred to as the “Assets”).

D. Company has granted to Borrower a license to use the Assets pursuant to that certain License Agreement by and between Company and Borrower dated May 15, 1996 (“Affiliate License Agreement”).

E. Pursuant to this Agreement, Bank is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for the Company’s obligations under the Guaranty and as additional security for all the Obligations of Borrower, and desires to have its security interest in

such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the Guaranty and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations of Company under the Guaranty and the Obligations, Company grants a lien and security interest to Bank in all of its present and future right, title and interest in and to the Assets, and all proceeds thereof, and the registration thereof and the right (but not the obligation) to sue, following the occurrence of a default under the Guaranty or an Event of Default under the Loan Agreement, for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) Company's execution and performance of this Agreement shall not (i) violate or result in a default or breach (immediately or with the passage of time) under any contract, agreement or instrument to which Company is a party, or by which Company is bound, (ii) violate or result in a default or breach under any order, decree, award, injunction, judgment, law, regulation or rule, (iii) cause or result in the imposition or creation of any lien upon any property of Company other than the lien in favor of Bank or (iv) violate the articles of incorporation or bylaws of Company;

(b) Company has the power and authority to enter into this Agreement and perform its terms;

(c) Each of the Assets listed on **Schedule A** constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all the obligations of Company under the Guaranty and the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Bank prompt written notice thereof along with an amended **Schedule A**;

(d) No breach, default or event of default has occurred and is continuing under the Affiliate License Agreement; and

(e) As of the date hereof, the amount of the accrued and unpaid royalty fees owing by Borrower to Company under the Affiliate License Agreement is \$389,280.31 ("Accrued Royalty Fees").

3. Company further covenants that until the obligations of Company under the Guaranty and all the Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, it will not (i) enter into any agreement, including without limitation, license agreements or options, other than the Affiliate License Agreement and except for agency, co-marketing and co-branding agreements that are consistent with Company's ordinary course of business, (ii) accept any payments of any kind associated with the Accrued Royalty Fees or (iii) commence any action or proceeding of any kind against Borrower to recover all or any part of the Accrued Royalty Fees unless and until the Obligations have been indefeasibly paid in full and any commitment to make Loans under the Loan Agreement has terminated.

4. Except during the continuance of a default under the Guaranty or an Event of Default under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Bank shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. If and while a default exists under the Guaranty or an Event of Default exists under the Loan Agreement, Company hereby covenants and agrees that Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During the existence of a default under the Guaranty or during the existence of an Event of Default under the Loan Agreement, Company hereby authorizes and empowers Bank, its successors and assigns, and any officer of Bank as Bank may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Bank, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit I**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until the obligations of Company under the Guaranty and all the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

7. All rights and remedies herein granted to Bank shall be in addition to any rights and remedies granted under the Loan Documents.

8. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of the obligations of Company under the Guaranty and all the Obligations, Bank shall execute and deliver to Company all documents reasonably necessary to terminate Bank's security interest in the Assets.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Bank's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company and Borrower on demand by Bank and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

10. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Bank may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Bank shall have been satisfied, in its sole discretion, that Bank is not thereby incurring any risk of liability because of such joinder. Company and Borrower shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Bank in the fulfillment of the provisions of this paragraph.

11. During the existence of a default under the Guaranty or during the existence of an Event of Default under the Loan Agreement, Bank may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Bank's name, but at Company's expense, and Company and Borrower hereby agree to reimburse Bank in full for all costs and expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Assets.

12. No course of dealing between Company and Bank nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Bank's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Company and Bank or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

14. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

15. This Agreement shall be deemed a contract made under the laws of the Commonwealth of Pennsylvania and shall be governed by and construed in accordance with the laws

of said commonwealth (excluding its conflict of laws provisions if such provisions would require application of the laws of another jurisdiction).

16. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY BY EXECUTION HEREOF AND BANK BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ENTER INTO AND ACCEPT THIS AGREEMENT. EACH OF THE PARTIES AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT (IF ANY) RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN CONNECTION WITH, RELATED TO OR BEING REPLACED, SUPPLEMENTED, EXTENDED OR MODIFIED BY, THIS AGREEMENT.**

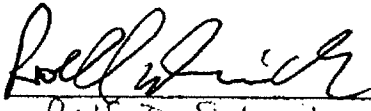
17. Any legal action or proceeding with respect to this Agreement or any other Loan Document shall be brought in the courts of the Commonwealth of Pennsylvania, Philadelphia County or of the United States for the Eastern District of Pennsylvania, and, by execution and delivery of this Agreement, Company and Bank hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the nonexclusive jurisdiction of such courts. Company further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail return receipt requested, postage prepaid, or by nationally recognized overnight courier to it at the address set forth in the preamble hereto, such service to become effective 3 days (or 1 day if sent by such courier) after such mailing. Nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against a party hereto in any other jurisdiction.

18. Company hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement or any other Loan Document brought in the courts referred to in paragraph 17 above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Copyrights and Licenses Security Agreement the day and year first above written.

RENA ENTERPRISES, INC.

By: 
Name: Rolf D. Schmidt
Title: Chairman

Approved and Accepted:
WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT'S TRADEMARKS AGREEMENT]

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TRADEMARK
REEL: 003593 FRAME: 0614

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Copyrights and Licenses Security Agreement the day and year first above written.

RENA ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Approved and Accepted:
WACHOVIA BANK, NATIONAL ASSOCIATION

By: Chris Heckman
Name: Chris Heckman
Title: Vice President

[SIGNATURE PAGE TO PATENTS TRADEMARKS AGREEMENT]

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SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
BI-PLY	737938	September 18, 1962
DYNAMIC WARMTH TECHNOLOGY	3259248	July 3, 2007
MEDALIST	TMA624236	November 1, 2004
MEDALIST	4822562	December 3, 2004
MEDALIST	1513658	November 22, 1988
MEDALIST 24 HOUR EXPRESS	1791846	September 7, 1993
MEDALIST ANTI-ODORGEAR	2905304	November 23, 2004
MEDALIST BUGPROFF-GEAR	2905303	November 23, 2004
MEDALIST HARDWEAR	3157004	October 17, 2006
MEDALIST HARDWEAR	3167773	November 7, 2006
MEDALIST HUNTGEAR	2929307	March 1, 2005
MEDALIST TACTICAL SHIELD	3170866	November 14, 2006
MEDALIST TACTICAL SHIELD	3170864	November 14, 2006
NORTHWEST PASSAGE	1326007	March 19, 1985
SILVERMAX	3063408	February 28, 2006
SKI SKINS	1668592	December 17, 1991
SKI SKINS	889423	April 14, 1970
SKINETICS	1602395	June 19, 1990
UNDERWARMS	1085574	February 14, 1978
WEATHER MAX WARTERPROOF	78850548	March 30, 2006
WINTIMATES	TMA458450	May 31, 1996

PATENT REGISTRATION

<u>Patent</u>	<u>Application Number</u>	<u>File Date</u>
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COPYRIGHT REGISTRATION

Copyright

Application Number

File Date

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF: Pennsylvania : SS
COUNTY OF Berks :

On this 17th of July 2007, before me personally appeared Rolf D Schmidt to me known and being duly sworn, deposes and says that he/~~she~~ is the Chairman of RENA ENTERPRISES, INC., the Company described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such entity; and he/she desires the same to be recorded as such.

Debra L. Hartman
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DEBRA L. HARTMAN, NOTARY PUBLIC
TOWNSHIP OF SPRING, BERKS COUNTY
MY COMMISSION EXPIRES JUNE 14, 2009

ACKNOWLEDGMENT

UNITED STATES OF AMERICA . :
STATE OF Pennsylvania : SS
COUNTY OF Philadelphia :

On this 18th day of July, 2007, before me personally appeared Chris Nickman to me known and being duly sworn, deposes and says that he/she is a VP of Wachovia Bank, National Association, the Bank described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

Catherine E. Leno
Notary Public

My Commission Expires: 12/14/2010

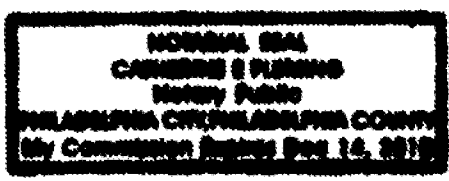


EXHIBIT I

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Trademarks and Patents)

WHEREAS, RENA ENTERPRISES, INC., a Florida corporation ("Grantor"), is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____.

By: _____
Attorney-in-fact

Witness:

EXHIBIT I

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____ 2007, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and he/she acknowledged to me that he/she executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

RENA ENTERPRISES, INC., a Florida corporation ("Grantor"), hereby authorizes WACHOVIA BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or Bank thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Performance Sports Apparel, Inc. and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

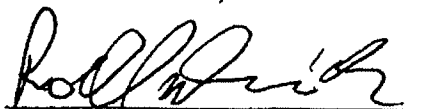
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 17th day of July, 2007.

RENA ENTERPRISES, INC.

By:

Name:

Title:


Rolf D. Schmidt
Chairman

TRADEMARK

REEL: 003593 FRAME: 0622

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF Berks :

On this 17th of July, 2007, before me personally appeared Rolf D. Schmide, to me known and being duly sworn, deposes and says that he/~~she~~ is Chairman of RENA ENTERPRISES, INC., the Grantor described in the foregoing Power of Attorney; that he/~~she~~ signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and he/~~she~~ desires the same to be recorded as such.

Debra L. Hartman
Notary Public

My Commission Expires:

