

10-10-2007



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ARD 10/9/07

To the director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

10-9-07

1. Name of conveying party(ies)/Execution Date(s):

Sportcraft, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) September 28, 2007

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Wells Fargo Foothill, Inc., as Collateral Agent

Internal Address: _____

Street Address: One Boston Place, Suite 1800

City: Boston

State: MA

Country: USA

Zip: 02108

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date

b. Deposit Account Number 10/09/2007, WUELLER 00000012 7858821

Authorized Officer Name: _____

01764501
02 FC:8522

40.00 OP
1100.00 OP

9. Signature: Alissa M. Nann Signature

Signature

Alissa M. Nann

Name of Person Signing

10/2/07
Date

Total number of pages including cover sheet, attachments, and document. **15**

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

ADDITIONAL NAMES OF CONVEYING PARTIES

<u>Name</u>	<u>Type of Entity/Citizenship</u>
Classic Sport Companies, Inc.	Corporation/Colorado

U.S. Trademark Registrations/ApplicationsSPORTCRAFT, LTD.U.S. Trademark Applications

Serial No.	Filing Date	Mark	Credit Party	Status
78/588,821	03/16/2005	MARATHON	Sportcraft, Ltd.	Awaiting Notice of Acceptance of EOT to File a SOU
78/613,115	04/20/2005	MARATHON	Sportcraft, Ltd.	Statement of Use or Third Request for Extension of Time to File Statement of Use Due 11/09/2007
78/077,039	08/02/2001	EX	Sportcraft, Ltd.	Suspended

U.S. Trademark Registrations

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708,372	12/13/1960	72/093,919	03/29/1960	SPORTCRAFT
1,258,331	11/22/1983	73/328,706	09/18/1981	S LOGO
1,275,369	04/24/1984	73/419,750	04/01/1983	PUB MASTER
1,280,819	06/05/1984	73/419,340	03/30/1983	TAVERNER
1,491,986	06/14/1988	73/638,407	01/05/1987	S LOGO
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1,765,990	04/20/1993	74/158,584	04/19/1991	MVP
1,926,574	10/10/1995	74/484,408	01/28/1994	TOP CORNER
2,055,858	04/22/1997	74/592,723	10/31/1994	CHALLENGE CUP *Will be canceled in due course
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2,061,845	05/13/1997	74/592,719	10/31/1994	PRO CUP *Will be canceled in due course
2,074,815	07/01/1997	74/521,027	05/09/1994	TURBO
2,264,871	07/27/1999	75/499,987	06/10/1998	LIVE TO PLAY. PLAY TO WIN.
2,425,646	01/30/2001	75/603,437	12/11/1998	GAMELIFE
2,501,728	10/30/2001	76/051,347	05/18/2000	KT SPORTS AND DESIGN
2,640,887	10/22/2002	76/262,693	05/25/2001	TX
2,711,551	04/29/2003	78/145,212	07/18/2002	EX
2,722,652	06/03/2003	78/077,030	08/02/2001	EXTREME AB TRAINER
2,785,039	11/18/2003	78/120,380	04/09/2002	SPIN-X
2,872,482	08/10/2004	78/069,591	06/18/2001	TREDEX

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2,882,834	09/07/2004	78/077,996	08/07/2001	JENSPORTS
2,976,106	07/26/2005	78/424,316	05/25/2004	TURBO HOCKEY
2,976,108	07/26/2005	78/424,334	05/25/2004	JEN SPORTS
2,987,486	08/23/2005	78/420,451	05/18/2004	KT SPORTS

CLASSIC SPORT COMPANIES, INC.

U.S. Trademark Registrations

TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	STATUS
444	2,434,784	03/13/2001	75/779,802	08/12/1999	Registered
111 MINI SERIES	2,434,785	03/13/2001	75/779,804	08/12/1999	Registered
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C.B.C. CLASSIC BALL COMPANY	2,417,220	01/02/2001	75/779,800	08/12/1999	Registered *Not Renewed
LET'S PLAY DAD	2,933,910	03/15/2005	78/104,997	01/25/2002	Registered
CLASSIC SPORT	1,985,952	07/09/1996	74/383,726	04/28/1993	Registered
CLASSIC SPORT	2,689,661	02/25/2003	75/848,514	11/15/1999	Registered
THE GOOD IN SPORTS	2,497,676	10/16/2001	75/848,513	11/15/1999	Registered
OLD SCHOOL	2,564,406	04/23/2002	76/026,154	04/17/2000	Registered
OLD SCHOOL	2,887,438	09/21/2004	78/081,947	08/30/2001	Registered
CLASSIC SPORT stylized and/or with design	2,770,295	09/30/2003	78/083,844	09/13/2001	Registered

BEAT THE RUSH	2,726,037	06/10/2003	78/119,923	04/05/2002	Registered
AT THE BUZZER	2,898,033	10/26/2004	78/123,623	04/23/2002	Registered
BOOMERANG	2,875,565	08/17/2004	78/138,890	06/26/2002	Registered

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of September, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as collateral agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Sportcraft, Ltd., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrower as provided for in the Credit Agreement, Grantors have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to Agent, for the benefit of the Lender Group and the Bank Product Provider, a Security Interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks including those referred to on Schedule I hereto; and
 - (b) all Proceeds of the foregoing.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the Security Interest granted herein shall not attach to, and the term "Trademark Collateral" shall not include, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark Collateral (the assets described in the preceding clause, collectively,

the "Excluded Property"); provided, however, that the Security Interest granted herein shall attach immediately to the Proceeds of Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any event within 15 Business Days) notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION AND RELEASE. Upon payment in full in cash of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantors or any other Person entitled thereto. At such time, Agent shall execute and deliver, and authorize the filing of, appropriate termination and release statements or other documents to terminate and release such Security Interests.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan

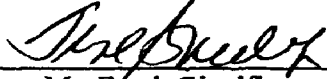
Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the other Loan Documents). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTCRAFT, LTD.

By: 
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

CLASSIC SPORT COMPANIES, INC.

By: 
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement—Wells Fargo

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SPORTCRAFT, LTD.

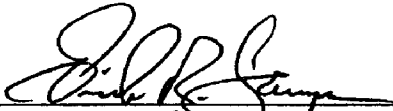
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Title: Chief Financial Officer, Treasurer and Secretary

CLASSIC SPORT COMPANIES, INC.

By: _____
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By:  _____
Name: **ERIK R. SAUTER**
Title: **SVP**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

Schedule I

U.S. Trademark Registrations/Applications

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