

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
Roller Derby Skate Corp.		08/29/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	1000 S. York Road
City:	Elmhurst
State/Country:	ILLINOIS
Postal Code:	60126
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1213362	PACER
Registration Number:	0345466	ROLLER DERBY
Registration Number:	1285383	LAKE PLACID FLYER
Registration Number:	0793829	ROLLER DERBY
Registration Number:	1576478	ROLLER DERBY
Registration Number:	2084074	BONE SHIELDZ
Registration Number:	2215982	TOUR
Registration Number:	2215997	TOUR CDN
Registration Number:	2883643	EPIK
Registration Number:	2883642	

CORRESPONDENCE DATA	
Fax Number:	(312)264-2494
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	docket@schwartzcooper.com

CH \$265.00 1213362

Correspondent Name: Roger H. Stein
Address Line 1: 180 N. LaSalle Street, Suite 2700
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 49034-40344

NAME OF SUBMITTER: Roger H. Stein

Signature: /Roger H. Stein/

Date: 10/15/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 29th day of August, 2007, by ROLLER DERBY SKATE CORP., an Illinois corporation ("**Roller Derby**") in favor of **LaSalle Bank National Association**, with an office at 1000 S. York Road, Elmhurst, Illinois 60126 ("**Bank**"):

W I T N E S S E T H

WHEREAS, ROLLER DERBY SKATE CORP., an Illinois corporation, having its principal place of business at 311 West Edwards Street, Litchfield, Illinois 62056 ("**Roller Derby**"), 360 INC., a California corporation, having its principal place of business at 14380 Industry Circle, La Mirada, California 90638 ("360"), CALIFORNIA ADVANCED SPORTS, INC., a California corporation, having its principal place of business at 14380 Industry Circle, La Mirada, California 90638 ("Advanced"), and NORTH AMERICAN INVESTMENT, INC., an Illinois corporation, having its principal place of business at 311 East Edwards Street, Litchfield, Illinois 62056 ("**Investment**") (Roller Derby, 360, Advanced and Investment are collectively referred to as "**Borrowers**") and Bank are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Bank to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant to Bank by each Borrower of a security interest in certain of each Borrower's respective assets, including, without limitation, its trademarks and trademark applications;

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, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Roller Derby hereby grants to Bank, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Roller Derby's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than United States "intent to use" applications until a verified statement of use or amendment to

allege use is filed in the United States Patent and Trademark Office with respect to such applications) in connection therewith, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Roller Derby's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Roller Derby warrants and represents to Bank that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Roller Derby is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances;

(iii) Roller Derby has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Roller Derby has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Roller Derby agrees that until Roller Derby's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Roller Derby shall not, without the prior written consent of Bank, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Bank under this Security Agreement.

5. New Trademarks. Roller Derby represents and warrants that, based on a diligent investigation by Roller Derby, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks in the United States and Canada (other than United States "intent to use" applications until a verified statement of use or amendment to allege use is filed with the United States Patent and Trademark Office with respect to such applications) now owned by Roller Derby. If, before Roller Derby's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Roller Derby shall (i) become aware of any existing Trademarks of which Roller Derby has not previously informed Bank, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Roller Derby shall give to

Bank prompt written notice thereof. Roller Derby hereby authorizes Bank to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of the Security Agreements granted herein shall extend until the payment in full of Roller Derby's Liabilities and the termination of the Financing Agreements. Roller Derby agrees that upon the occurrence of an Event of Default, the use by Bank of all Trademarks shall be without any liability for royalties or other related charges from Bank to Roller Derby.

7. Product Quality. Roller Derby agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Roller Derby agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Roller Derby under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Roller Derby's Liabilities and termination of the Financing Agreements, Bank shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Roller Derby. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with 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 otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Roller Derby and until paid shall constitute Liabilities.

10. Duties of Roller Derby. Roller Derby shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Roller Derby's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Roller Derby's Liabilities under this Section 10 shall be borne by Roller Derby.

11. Bank's Right to Sue. After an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Bank shall commence any such suit, Roller Derby shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Roller Derby shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Roller Derby and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Roller Derby hereby authorizes Bank upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Roller Derby's true and lawful attorney-in-fact, with power to (i) endorse Roller Derby's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Bank deems to be in the best interest of Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Roller Derby hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Roller Derby's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Roller Derby acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Roller Derby and its respective successors and assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Roller Derby agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Roller Derby contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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

ROLLER DERBY SKATE CORP.

By David G. Kennedy
Its Vice President - CEO

Agreed and Accepted
As of the Date First Written Above

By **LASALLE BANK NATIONAL
ASSOCIATION**

Its _____

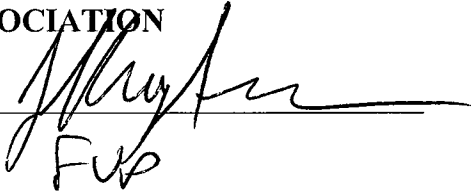
ROLLER DERBY SKATE CORP.

By _____

Its _____

Agreed and Accepted
As of the Date First Written Above

By **LASALLE BANK NATIONAL
ASSOCIATION**

Its 
FVP

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
PACER	1,213,362	October 19, 1982
ROLLER DERBY	345,466	April 27, 1937
LAKE PLACE FLYER	1,285,383	July 10, 1984
ROLLER DERBY	793,829	August 3, 1965
ROLLER DERBY	1,576,478	January 9, 1990
BONE SHIELDZ	2,084,074	July 29, 1997
TOUR	2,215,982	January 5, 1999
TOUR CDN (and design)	2,215,997	January 5, 1999
EPIK (stylized)	2,883,643	September 14, 2004
MISCELLANEOUS DESIGN (EPIK SYMBOL)	2,883,642	September 14, 2004

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