

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Business Financial Services Inc., acting through its division Merrill Lynch Capital		09/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sportcraft, Ltd.
Street Address:	313 Waterloo Valley Road
City:	Mt. Olive
State/Country:	NEW JERSEY
Postal Code:	07828
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	633953	
Registration Number:	708372	SPORTCRAFT
Registration Number:	1258331	
Registration Number:	1270860	TURF-HIDE
Registration Number:	1271929	SPORTCRAFT
Registration Number:	1275369	PUB MASTER
Registration Number:	1280819	TAVERNER
Registration Number:	1386141	XBH
Registration Number:	1491986	
Registration Number:	1519954	TURBO RING
Registration Number:	1521969	SPORT-CESSORIES
Registration Number:	1678702	MAGIC MITTS
Registration Number:	1765990	MVP

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Registration Number:	1926574	TOP CORNER
Serial Number:	78069591	TREDX
Serial Number:	78077039	EX
Serial Number:	78077996	JENSPORTS
Serial Number:	78120380	SPIN-X
Serial Number:	78132476	BANTAM
Serial Number:	78208806	ARMOR PLATED
Serial Number:	78208814	GLOWTECH
Serial Number:	78211201	EASYVIEW
Serial Number:	78294735	PHENOTECH

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: esakur@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Jennifer Ward
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	082530/7
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	10/18/2007

Total Attachments: 7
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of September, 2007, by MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., acting through its division Merrill Lynch Capital, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantor") in favor of SPORTCRAFT, LTD., a Delaware corporation ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Credit Agreement, dated as of March 29, 2005 (as amended or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantee by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of October 1, 2003 between Grantee, the affiliates of Grantee named therein and Grantor (as amended or otherwise modified from time to time, the "Security Agreement"), Grantee has granted to Grantor, for the benefit of Lenders, a lien on, security interest in, and right of set off against substantially all of the assets of Grantee including all right, title and interest of Grantee in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantee's Trademarks, and all Proceeds and products thereof, to secure the payment and performance of the Secured Obligations; and

WHEREAS, in connection with the Security Agreement, Grantee and Grantor entered into a certain Trademark Security Agreement, dated as of October 1, 2003, which was recorded with the United States Patent and Trademark Office on 10/15/2003 at reel 2730, frame 0883.

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, Grantee agrees with Grantor as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

The term "Trademark Collateral" as used herein shall mean any and all of Grantee's right, title and interest in the following property of Grantee whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with all renewals thereof, and all goodwill attributable to any of the foregoing; and

(ii) all Proceeds and products of the foregoing, and all insurance pertaining to the foregoing and the proceeds thereof and including, without limitation, any claim by Grantee

against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill attributable to any Trademark.

2. Release of Security Interests. Grantor, on behalf of itself and the Lenders hereby terminates, releases and discharges its lien on, security interest in, and right of set off against the Trademark Collateral and any and all rights, title, or interest of Grantor in the Trademark Collateral shall hereby revert to Grantee.


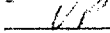
3. Further Assurances. Grantor shall, at the sole cost and expense of Grantee, execute and deliver to Grantee all further releases and other documents, and take all such other actions necessary or reasonably desirable for the release of such lien, security interest, and reversion to Grantee pursuant to Section 2 hereof.

4. Governing Law; Counterparts. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to its conflicts of law provisions). This Agreement may be executed in any number of counterparts, which taken together shall be deemed to constitute one and the same instrument.

[signature page to follow]

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC., acting
through its division Merrill Lynch
Capital, as Grantor and Agent

By: 
Its: 

Agreed and Accepted
as of the date first written above by:

SPORTCRAFT, LTD.

By: _____
Its: _____

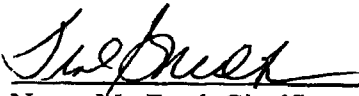
Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC., acting
through its division Merrill Lynch
Capital, as Grantor and Agent

By: _____
Name:
Title:

Agreed and Accepted
as of the date first written above by:

SPORTCRAFT, LTD.

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

SCHEDULE 1

See attached.

SCHEDULE A

U.S. Trademark Applications

Serial No.	Filing Date	Mark	Credit Party	Status
78/069,591	06/18/2001	TREDEX	Sportcraft, Ltd.	Third Request for Extension of Time to File Statement of Use or Statement of Use due 10/2/03
78/077,039	08/02/2001	EX	Sportcraft, Ltd.	Letter of suspension mailed 4/18/02; Power of Attorney at Law filed with PTO 11/5/02
78/077,996	08/07/2001	JENSPORTS (Stylized)	Sportcraft, Ltd.	Second Request for Extension of Time to File Statement of Use or Statement of Use due 10/8/03
78/120,380	04/09/2002	SPIN-X	Sportcraft, Ltd.	Waiting for Notice of Approval

78/132,476	05/31/2002	BANTAM	Sportcraft, Ltd.	Second Request for Extension of Time to File Statement of Use or Statement of Use due 2/25/04
78/208,806	01/30/2003	ARMOR PLATED	Sportcraft, Ltd.	Waiting for Notice of Allowance
78/208,814	01/30/2003	GLOWTECH	Sportcraft, Ltd.	Waiting for Office Action
78/211,201	02/05/2003	EASYVIEW	Sportcraft, Ltd.	Waiting for Office Action
78/294,735	09/02/2003	PHENOTECH	Sportcraft, Ltd.	Foreign Filing due 3/2/04

U.S. Trademark Registrations

Registration No.	Registration Date	Serial No.	Filing Date	Mark
633,953	09/04/1956	71/696,795	10/20/1955	S LOGO
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
1,270,860	03/20/1984	73/196,084	12/07/1978	TURF-HIDE
1,271,929	03/27/1984	73/331,286	10/05/1981	SPORTCRAFT S and Design
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
1,386,141	03/11/1986	73/545,953	07/02/1985	XBH
1,491,986	06/14/1988	73/638,407	01/05/1987	S LOGO
1,519,954	01/10/1989	73/726,759	05/06/1988	TURBO RING
1,521,969	01/24/1989	73/724,167	04/25/1988	SPORT-CESSORIES
1,678,702	03/10/1992	74/158,225	04/18/1991	MAGIC MITTS
1,765,990	04/20/1993	74/158,584	04/19/1991	MVP * Renewal application due with surcharge 10/20/2003
1,926,574	10/10/1995	74/484,408	01/28/1994	TOP CORNER