

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
The Bank of New York, in its capacity as Agent for the Lenders party to the Credit Agreement		09/28/2007	bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Classic Sport Companies, Inc.
Street Address:	10955 Westmoor Drive
City:	Westminster
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1128204	LIFESAVER
Registration Number:	1128206	BTB
Registration Number:	1128862	MIKE MINDER
Registration Number:	2023034	COUNTERSORB
Registration Number:	2056190	EXTREME
Registration Number:	2642809	MAPLE GROVE FARMS OF VERMONT
Serial Number:	74383726	CLASSIC SPORT
Serial Number:	75648513	BOOM TOUR
Serial Number:	75779800	C.B.C. CLASSIC BALL COMPANY
Serial Number:	75779802	444
Serial Number:	75779804	111 MINI SERIES
Serial Number:	75779805	COMPOSITECH
Serial Number:	75779808	222

CH \$615.00 1128204

Serial Number:	75848514	CLASSIC SPORT
Serial Number:	76026154	OLD SCHOOL
Serial Number:	76627243	IHOLDER
Serial Number:	78081947	OLD SCHOOL
Serial Number:	78083844	CLASSIC SPORT
Serial Number:	78104997	LET'S PLAY DAD
Serial Number:	78119923	BEAT THE RUSH
Serial Number:	78123623	AT THE BUZZER
Serial Number:	78138890	
Serial Number:	78251066	ELECTRIX
Serial Number:	78265297	FIVE POINT

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 and 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:	10/19/2007

Total Attachments: 6
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of September 28, 2007 by The Bank of New York, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantor") in favor of Classic Sport Companies, Inc., a Colorado corporation ("Grantee"):

WITNESSETH:

WHEREAS, Grantor and Lenders are parties to that certain Credit Agreement dated as of June 4, 2004 (as amended, restated, reaffirmed, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantee is a party to that certain Joinder Agreement dated as of April 18, 2007 in favor of Grantor pursuant to which Grantee joined that certain Security Agreement dated as of June 4, 2004 in favor of Grantor (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantee granted to Grantor, for its benefit and the benefit of Lenders, a security interest in 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 products and proceeds thereof, to secure the payment of all amounts owing by Grantee under the Financing Documents; and

WHEREAS, in connection with the Security Agreement, Grantee and Grantor entered into a certain Trademark Security Agreement, dated as of April 18, 2007, which was recorded with the United States Patent and Trademark Office on 5/7/2007 at reel 003536, frame 0185.

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 hereby agrees with Grantor as follows:

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

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

(i) each Trademark (as defined in the Security Agreement) listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, 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 associated with 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. THIS RELEASE OF TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

[signature page follows]

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

THE BANK OF NEW YORK,
as Agent and Grantor

By: 

Name:

ROBERT D HINGSTON

Title:

VICE PRESIDENT

Agreed and Accepted
As of the Date First Written Above

CLASSIC SPORT COMPANIES, INC.

By: _____

Name: Mr. Frank Ginolfi

Title: Chief Financial Officer, Treasurer and Secretary

Release of Trademark Security Agreement—The Bank of New York/Classic Sport Companies, Inc.

TRADEMARK
REEL: 003643 FRAME: 0163


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

THE BANK OF NEW YORK,
as Agent and Grantor

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

CLASSIC SPORT COMPANIES, INC.

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

SCHEDULE 1

See attached.

4 15 Classic Trademarks.xls

IMATTERNO	TMARK	FILE	APPNO	REG	REGNO	STATUS
43108.0003	444	12-Aug-99	75/779,802	13-Mar-01	2434784	REGISTERED
43108.0005	111 MINI SERIES	12-Aug-99	75/779,804	13-Mar-01	2434785	REGISTERED
43108.0008	COMPOSITECH	12-Aug-99	75/779,805	02-Jan-01	2417221	REGISTERED
43108.0009	222	12-Aug-99	75/779,808	23-Jan-01	2422979	REGISTERED
43108.001	C.B.C. CLASSIC BALL COMPANY	12-Aug-99	75/779,800	02-Jan-01	2417220	REGISTERED
43108.003	CLASSIC SPORT & DESIGN	22-Jan-02	1128206	29-Mar-06	661767	REGISTERED
43108.0031	LET'S PLAY DAD	25-Jan-02	78/104,997	15-Mar-05	2833910	REGISTERED
43108.0032	LET'S PLAY DAD	28-Jan-02	1128862			ABANDONED
43108.0039	CLASSIC SPORT (Stylized and design)	18-Jul-02	824732570			PENDING
43108.004	OLD SCHOOL	05-Jul-02	824688643			PENDING
43108.840002.010	OLD SCHOOL	22-Jan-02	1128204			ABANDONED
43108.840010.000	CLASSIC SPORT	28-Apr-93	74/383,726	09-Jul-96	1885962	REGISTERED
43108.840010.001	CLASSIC SPORT	15-Nov-89	75/848,514	25-Feb-03	2689681	REGISTERED
43108.840010.020	CLASSIC SPORT	04-Apr-02	541781	12-Dec-02	773150	REGISTERED
43108.840010.750	CLASSIC SPORT		908438			ABANDONED
43108.840010.960	CLASSIC SPORT (design)	02-Jan-01	2023034	18-Feb-02	2023034	REGISTERED
43108.840010.961	CLASSIC SPORT (design)	25-Jan-01	2056190	22-Mar-02	2056190	REGISTERED
43108.840011.000	THE GOOD IN SPORTS	15-Nov-89	75/848,513	16-Oct-01	2487878	REGISTERED
43108.840012.000	OLD SCHOOL	17-Apr-00	76/028,164	23-Apr-02	2584408	REGISTERED
43108.840012.020	OLD SCHOOL	04-Apr-02	541782	28-Apr-02	743824	REGISTERED
43108.840012.750	OLD SCHOOL	04-Apr-02	908439	04-Apr-02	908439	REGISTERED
43108.840012.980	OLD SCHOOL	04-Apr-02	2642809	04-Apr-02	2642809	REGISTERED
43108.840013.000	SURF & TURF	25-Jan-89	75/627,243	01-Feb-00	2314462	ABANDONED
43108.840014.000	OLD SCHOOL	30-Aug-01	78/081,947	21-Sep-04	2887438	REGISTERED
43108.840015.000	CLASSIC SPORT stylized and/or with design	13-Sep-01	78/083,844	30-Sep-03	2770285	REGISTERED
43108.840017.000	BEAT THE RUSH	06-Apr-02	78/118,923	10-Jun-03	2728037	REGISTERED
43108.840018.000	AT THE BUZZER	23-Apr-02	78/123,623	26-Oct-04	2898033	REGISTERED
43108.840019.000	BOOMERANG	26-Jun-02	78/138,880	17-Aug-04	2675565	REGISTERED
43108.840020.US0	ELECTRIX	18-May-03	78/251,068			ABANDONED
43108.840021.US0	FIVE POINT	20-Jun-03	78/265,297			ABANDONED