

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:	General SportCraft Co., L.L.C.		
Street Address:	140 Woodbine Street		
City:	140 Woodbine Street		
State/Country:	NEW JERSEY		
Postal Code:	07621		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75021279	ROLLER DICE	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$40.00 75021279

Date:

10/19/2007

Total Attachments: 6

source=Release 3#page1.tif

source=Release 3#page2.tif

source=Release 3#page3.tif

source=Release 3#page4.tif

source=Release 3#page5.tif

source=Release 3#page6.tif

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 GENERAL SPORTCRAFT CO., L.L.C., a Delaware limited liability company ("Grantee"):

W I T N E S S E T H:

WHEREAS, Sportcraft, Ltd., a Delaware corporation ("Borrower") and the owner of all of the issued and outstanding capital stock of Grantee, Grantor and Lenders 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 extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to that certain Guaranty (the "Guaranty") dated as of October 1, 2003 by Grantee, Grantee guaranteed the payment and performance of the Secured Obligations; and

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 granted to Grantor, for its benefit and the benefit of the 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.

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 Agent

By: 
Its: VP

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

GENERAL SPORTCRAFT CO., L.L.C.

By: _____
Its: _____

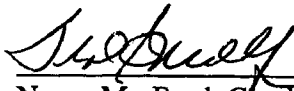
Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

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

By: _____
Name:
Title:

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

GENERAL SPORTCRAFT CO., L.L.C.

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

SCHEDULE 1

See attached.

SCHEDULE A

U.S. Trademark Applications
General Sportcraft Company, Ltd.

Serial No.	First Use Date	Mark	Credit Party
75-021279	11/17/95	Roller Dice	General Sportcraft Company, Ltd.

.vma 10/15/03 10:39 AM \Normal.dot