

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

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

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	74592723	CHALLENGE CUP
Serial Number:	74592724	AIR BLASTER
Serial Number:	74592719	PRO CUP
Serial Number:	74521027	TURBO
Serial Number:	75499987	LIVE TO PLAY. PLAY TO WIN.
Serial Number:	75603437	GAMELIFE
Serial Number:	76051347	KT SPORTS
Serial Number:	76262693	TX
Serial Number:	78077030	EXTREME AB TRAINER
Serial Number:	78424316	TURBO HOCKEY
Serial Number:	78424334	JEN SPORTS

**CORRESPONDENCE DATA**

CH \$290.00 74592723

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:	10/19/2007

Total Attachments: 6  
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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

This RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28<sup>th</sup> 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 March 29, 2005, which was recorded with the United States Patent and Trademark Office on 05/16/2005 at reel 3084, frame 0623.

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: VP

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

SPORTCRAFT, LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

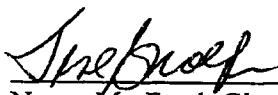
Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

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.

<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Mark</b>	<b>Ownership</b>
2,055,858	04/22/1997	74/592,723	10/31/1994	CHALLENGE CUP	Sportcraft, Ltd.
2,055,859	04/22/1997	74/592,724	10/31/1994	AIR BLASTER	Sportcraft, Ltd.
2,061,845	05/13/1997	74/592,719	10/31/1994	PRO CUP	Sportcraft, Ltd.
2,074,815	07/01/1997	74/521,027	05/09/1994	TURBO	Sportcraft, Ltd.
2,264,871	07/27/1999	75/499,987	06/10/1998	LIVE TO PLAY. PLAY TO WIN.	Sportcraft, Ltd.
2,425,646	01/30/2001	75/603,437	12/11/1998	GAMELIFE	Sportcraft, Ltd.
2,501,728	10/30/2001	76/051,347	05/18/2000	KT SPORTS AND DESIGN	Sportcraft, Ltd.
2,640,887	10/22/2002	76/262,693	05/25/2001	TX	Sportcraft, Ltd.
2,722,652	06/03/2003	78/077,030	08/02/2001	EXTREME AB TRAINER	Sportcraft, Ltd.
2,976,106	07/26/2005	78/424,316	05/25/2004	TURBO HOCKEY	Sportcraft, Ltd.
2,976,108	07/26/2005	78/424,334	05/25/2004	JEN SPORTS	Sportcraft, Ltd.