

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 |
| NIKE Bauer Hockey U.S.A., Inc. | | 04/16/2008 | CORPORATION: VERMONT |

| | |
|-----------------------------|--|
| RECEIVING PARTY DATA | |
| Name: | General Electric Capital Corporation, as US Agent |
| Street Address: | 500 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |
| Name: | GE Canada Finance Holding Company, as Canadian Agent |
| Street Address: | 123 Front Street West |
| Internal Address: | Suite 1400 |
| City: | Toronto, ON |
| State/Country: | CANADA |
| Postal Code: | M5J 2M2 |
| Entity Type: | COMPANY: CANADA |

PROPERTY NUMBERS Total: 34

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 1539428 | ICM |
| Registration Number: | 1496830 | MICRON |
| Registration Number: | 1480284 | |
| Registration Number: | 1557430 | STREETS |
| Serial Number: | 75101855 | BAUER |
| Serial Number: | 75163779 | B |
| Serial Number: | 75101852 | |

CH \$865.00 1539428

| | | |
|----------------|----------|------------------|
| Serial Number: | 73641056 | TUUK |
| Serial Number: | 73709140 | |
| Serial Number: | 75421019 | 3030 |
| Serial Number: | 75028808 | BAUER |
| Serial Number: | 73061162 | BAUER |
| Serial Number: | 73097210 | COOPER |
| Serial Number: | 78431396 | COOPER |
| Serial Number: | 73721008 | DURA SOFT |
| Serial Number: | 73642799 | FASTEEL |
| Serial Number: | 78681823 | HEADSMART |
| Serial Number: | 73721018 | HOCKEY LOCKER |
| Serial Number: | 75849053 | |
| Serial Number: | 75849052 | |
| Serial Number: | 75804206 | |
| Serial Number: | 75216268 | IMPACT |
| Serial Number: | 73715958 | MEGA |
| Serial Number: | 76082950 | N-DORFIN |
| Serial Number: | 74479168 | REACTOR |
| Serial Number: | 73570514 | |
| Serial Number: | 75216262 | STYLE & INSTINCT |
| Serial Number: | 75101853 | SUPREME |
| Serial Number: | 75922866 | TNP |
| Serial Number: | 78525306 | TUUK |
| Serial Number: | 75873510 | |
| Serial Number: | 75881485 | |
| Serial Number: | 76279994 | TUUK T-LOCK |
| Serial Number: | 75029489 | VELOCITY |

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-00286

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

04/21/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2008, is made by NIKE BAUER HOCKEY U.S.A., INC., a Vermont corporation ("Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, the Canadian L/C Issuer (each as defined in the Credit Agreement referred to below) and General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent"; and together with Canadian Agent, the "Agents") for the US Lenders, US L/C Issuer and US Swingline Lender (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 16, 2008 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among KBAU Acquisition Canada, Inc. as the Canadian Borrower, KBAU Holdings US, Inc. as the US Borrower (and together with the Canadian Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, GE Canada, the Agents, GE Capital, US Swingline Lender and initial US L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agents (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement for purposes of filing the same with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agents as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agents for the benefit of the Secured Parties, and grants to the Agents for the benefit of the Secured Parties a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those Trademarks set forth on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agents pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NIKE BAUER HOCKEY U.S.A., INC.
as Grantor

By: 

Name: Christopher Anderson

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____

Name:

Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003763 FRAME: 0324

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

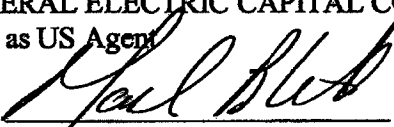
Very truly yours,

NIKE BAUER HOCKEY U.S.A., INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: 
Name: Mark Birkett
Title: Duly Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent









By:

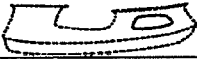
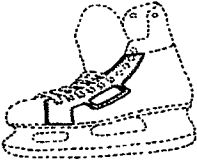

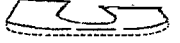

Name: COLIN WOODYARD
Title: DULY AUTHORIZED SIGNATORY

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003763 FRAME: 0326

Schedule 1

| | | | | | |
|---|---------------|------------|-----------|------------|---------|
|  | United States | 5/9/1996 | 75/101855 | | |
|  | United States | 9/10/1996 | 75/163779 | 8/19/2003 | 2751539 |
|  | United States | 5/9/1996 | 75/101852 | 8/14/2001 | 2476882 |
|  | United States | 1/23/1987 | 73/641056 | 12/1/1987 | 1467513 |
|  | United States | 1/29/1988 | 73/709140 | 9/27/1988 | 1506104 |
| 3030 | United States | 1/21/1998 | 75/421019 | 2/9/1999 | 2222797 |
| BAUER | United States | 11/28/1995 | 75/028808 | 8/11/1998 | 2179817 |
| BAUER | United States | 8/22/1975 | 73/061162 | 10/19/1976 | 1050773 |
| COOPER | United States | 8/20/1976 | 73/097210 | 11/16/1982 | 1216442 |
| COOPER | United States | 6/8/2004 | 78/431396 | | |
| DURA SOFT | United States | 4/7/1988 | 73721008 | 1/17/1989 | 1521091 |
| FASTEEL | United States | 2/3/1987 | 73642799 | 6/20/1989 | 1544576 |
| HEADSMART | United States | 7/29/2005 | 78/681823 | | |
| HOCKEY LOCKER | United States | 4/7/1988 | 73721018 | 3/13/1990 | 1586763 |
| HOCKEY SKATE DESIGN - VERSION 1  | United States | 11/16/1999 | 75/849053 | 6/4/2002 | 2576799 |
| HOCKEY SKATE DESIGN - VERSION 2  | United States | 11/16/1999 | 75/849052 | 6/4/2002 | 2576798 |
| HOCKEY STICK BLADE DESIGN  | United States | 9/21/1999 | 75/804206 | 7/9/2002 | 2593134 |
| ICM | United States | 1/29/1988 | 709139 | 5/16/1989 | 1539428 |
| IMPACT | United States | 12/20/1996 | 75/216268 | 10/21/2003 | 2775902 |
| MEGA | United States | 3/10/1988 | 73/715958 | 7/11/1989 | 1547384 |
| MICRON | United States | 4/7/1987 | 653809 | 7/19/1988 | 1496830 |
| N-DORFIN | United States | 7/3/2000 | 76082950 | 6/15/2004 | 2852310 |
| REACTOR | United States | 1/13/1994 | 74/479168 | 2/27/2001 | 2431885 |

| | | | | | |
|--|---------------|------------|-----------|------------|---------|
| SKATE BLADE DESIGN  | United States | 11/12/1986 | 630022 | 3/8/1988 | 1480284 |
| SKATES EYESTAY DESIGN  | United States | 11/26/1985 | 73570514 | 9/1/1987 | 1455471 |
| STREETS | United States | 4/7/1988 | 720982 | 9/19/1989 | 1557430 |
| STYLE & INSTINCT | United States | 12/20/1996 | 75216262 | 10/30/2001 | 2501163 |
| SUPREME | United States | 5/9/1996 | 75/101853 | 8/1/2000 | 2373125 |
| TNP & DESIGN | United States | 2/17/2000 | 75922866 | 9/11/2001 | 2487062 |
| TUUK | United States | 12/1/2004 | 78/525306 | 7/4/2006 | 3111321 |
| TUUK HOCKEY SKATE BLADE DESIGN (HONEYCOMB DESIGN)  | United States | 12/17/1999 | 75/873510 | 2/13/2007 | 3207025 |
| TUUK SKATE BLADE DESIGN (WITHOUT HONEYCOMB)  | United States | 12/28/1999 | 75/881485 | 3/26/2002 | 2551672 |
| TUUK-T-LOCK | United States | 7/3/2001 | 76/279994 | 6/15/2004 | 2852388 |
| VELOCITY | United States | 12/7/1995 | 75/029489 | 2/27/2001 | 2430589 |

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