

**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
Maurice Sporting Goods, Inc.		06/19/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Harris, N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association:

**PROPERTY NUMBERS Total: 51**

Property Type	Number	Word Mark
Registration Number:	1285361	BLACK BEAUTY
Registration Number:	3586998	BLAZE
Registration Number:	2956463	CALYPSO
Registration Number:	1973617	CAST AWAY
Registration Number:	2352062	CEDAR KEY
Serial Number:	77533359	CELSIUS
Registration Number:	2001931	COACHMAN
Registration Number:	1595564	CONDOR
Registration Number:	1934021	CRYSTAL RIVER
Registration Number:	2038152	CRYSTAL RIVER
Registration Number:	3092045	CRYSTAL RIVER
Registration Number:	1863280	DANNY DINOSAUR
Registration Number:	1669010	ECLIPSE
Registration Number:	1594427	ELITE

CH \$1290.00 1285361

Registration Number:	2257696	EXPLORER
Registration Number:	2261686	FAMILY FISHING FUN
Registration Number:	1524709	FATAL ATTRACTION
Serial Number:	77583888	FIELDTEQ
Registration Number:	2691784	FISHIN FUN
Registration Number:	2713335	GINGER QUILL
Registration Number:	1601106	GRAFLEX
Registration Number:	1808532	HURRICANE
Registration Number:	2094449	INVISA-LEADER
Registration Number:	2261142	KODIAC
Registration Number:	1015361	KWIK STIX
Registration Number:	1705160	MICROLITE
Registration Number:	1634902	
Serial Number:	77575379	N GAGE
Registration Number:	2265050	NORTHERN AIR
Registration Number:	0329799	OREN-O-MATIC
Registration Number:	0848149	OUTDOORSMAN
Registration Number:	2914117	PHASE 2
Registration Number:	1763759	POLARIS
Registration Number:	2202287	RATTLESNAKE
Registration Number:	2324514	READY2FISH
Registration Number:	3221106	READY2FISH R2F
Registration Number:	2416810	ROYAL COACHMAN
Registration Number:	2755843	SB SOUTH BEND 4 KIDS
Registration Number:	3064875	SILVERLAKE
Registration Number:	1934913	SOUTH BEND
Registration Number:	3190665	SOUTH BEND
Registration Number:	0520150	SOUTH BEND
Registration Number:	2706409	SOUTH BEND 4 KIDS
Registration Number:	3134668	SUB ZERO
Registration Number:	1634232	SUNNY DAY
Registration Number:	1710190	SUNNY DAY BEAR
Registration Number:	3090603	TOTAL TACKLE
Registration Number:	2206337	TROPHY TAMER
Registration Number:	2692908	WALLEYES ONLY

Serial Number:	77533361	YUKON
Serial Number:	77591191	YUKON GEAR

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 609-7838  
Email: podonoghue@vedderprice.com  
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40870.00.0007
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	06/22/2009

**Total Attachments: 14**  
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## TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (“Agreement”) dated as of June 19, 2009, made by MAURICE SPORTING GOODS, INC. a Delaware corporation, having its chief executive office at 1910 Techny Road, Northbrook, Illinois 60065 (“Grantor”) and HARRIS N.A., a national banking association with an office at 111 West Monroe Street, Chicago, Illinois 60603, as agent for the “Lenders” (as hereinafter defined) (Harris N.A., in such capacity, “Agent”).

### W I T N E S S E T H:

WHEREAS, Grantor, the other borrower signatories thereto (collectively, “Borrowers”), the lender signatories thereto (“Lenders”), The PrivateBank and Trust Company, as Joint Administrative Agent (“Joint Administrative Agent” or “PrivateBank” and together with Agent, “Administrative Agents”) and Agent have entered into that certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the “Loans”) to Borrowers; and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers’ obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent and Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the “Obligations”), that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent, for its benefit and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted herein and by applicable law, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in, connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for its benefit and the ratable benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks. Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B attached hereto, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Grantor . If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registration, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by (i) amending Schedules A or B attached hereto, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Grantor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations due and payable have been paid in full and the Loan Agreement has been terminated.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right from time to time, subject to reasonable notice and during normal business hours, to inspect Grantor's premises and to examine Grantor's books, records and operations relating to the Trademarks, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. After the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as

Agent or such conservator, in its sole judgment may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, which shall not be unreasonably withheld, conditioned or delayed, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of Agent which shall not be unreasonably withheld, conditioned or delayed.

8. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or, to Grantor's knowledge, shall be necessary or economically desirable in the operation of the Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses in cases of infringement or other violation posing significant damage to the Grantor's Business, and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under

the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Grantor's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Conditioned upon the determination of an Event of Default, Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default, the declaration that the Obligations are due and payable and the giving by Agent of written notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby authorizes Agent to, in its sole discretion (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an



interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect: Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and its and their nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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 Page Follows]*

*(Signature Page to Trademark and License Security Agreement – Maurice Sporting Goods)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**GRANTOR:**

**MAURICE SPORTING GOODS, INC.,** an  
Delaware corporation

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

Name: Jory Katlin

Title: President

CHICAGO/#1930935

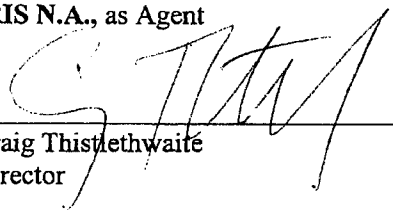
**TRADEMARK**  
**REEL: 004009 FRAME: 0415**



*(Signature Page to Trademark and License Security Agreement – Maurice Sporting Goods)*

Accepted and agreed to as of this 19<sup>th</sup> day  
of June, 2009

HARRIS N.A., as Agent

By:   
\_\_\_\_\_  
Craig Thistlethwaite  
Director

CHICAGO/#1930935

TRADEMARK  
REEL: 004009 FRAME: 0417

SCHEDULE A

Trademark and License Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Federal Registration No./ Serial No.</u>	<u>Registration Date /Filing Date</u>
BLACK BEAUTY	Maurice Sporting Goods, Inc.	Issued	1,285,361	7/10/1984
BLAZE	Maurice Sporting Goods, Inc.	Issued	3,586,998	3/10/2009
CALYPSO	Maurice Sporting Goods, Inc.	Issued	2,956,463	5/31/2005
CAST AWAY	Maurice Sporting Goods, Inc.	Issued	1,973,617	5/14/1996
CEDAR KEY and Design	Maurice Sporting Goods, Inc.	Issued	2,352,062	5/23/2000
CELSIUS	Maurice Sporting Goods, Inc.	Pending	77/533359	7/29/2008
COACHMAN	Maurice Sporting Goods, Inc.	Issued	2,001,931	9/17/1996
CONDOR	Maurice Sporting Goods, Inc.	Issued	1,595,564	5/8/1990
CRYSTAL RIVER	Maurice Sporting Goods, Inc.	Issued	1,934,021	11/7/1995
CRYSTAL RIVER	Maurice Sporting Goods, Inc.	Issued	2,038,152	2/18/1997
CRYSTAL RIVER	Maurice Sporting Goods, Inc.	Issued	3,092,045	5/16/2006
DANNY DINOSAUR	Maurice Sporting Goods, Inc.	Issued	1,863,280	11/15/1994

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Federal Registration No./ Serial No.</u>	<u>Registration Date /Filing Date</u>
ECLIPSE	Maurice Sporting Goods, Inc.	Issued	1,669,010	12/17/1991
ELITE	Maurice Sporting Goods, Inc.	Issued	1,594,427	5/1/1990
EXPLORER	Maurice Sporting Goods, Inc.	Issued	2,257,696	6/29/1999
FAMILY FISHING FUN	Maurice Sporting Goods, Inc.	Issued	2,261,686	7/13/1999
FATAL ATTRACTION	Maurice Sporting Goods, Inc.	Issued	1,524,709	2/14/1989
FIELDTEQ	Maurice Sporting Goods, Inc.	Pending	77-583888	10/2/2008
FISHIN FUN	Maurice Sporting Goods, Inc.	Issued	2,691,784	3/4/2003
GINGER QUILL	Maurice Sporting Goods, Inc.	Issued	2,713,335	5/6/2003
GRAFLEX	Maurice Sporting Goods, Inc.	Issued	1,601,106	6/12/1990
HURRICANE	Maurice Sporting Goods, Inc.	Issued	1,808,532	11/30/1993
INVISA-LEADER	Maurice Sporting Goods, Inc.	Issued	2,094,449	9/9/1990
KODIAC	Maurice Sporting Goods, Inc.	Issued	2,261,142	7/13/1999
KWIK STIX	Maurice Sporting Goods, Inc.	Issued	1,015,361	7/8/1975
MICROLITE	Maurice Sporting Goods, Inc.	Issued	1,705,160	8/4/1992

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Federal Registration No./ Serial No.</u>	<u>Registration Date /Filing Date</u>
MISCELLANEOUS DESIGN	Maurice Sporting Goods, Inc.	Issued	1,634,902	2/12/1991
N-GAGE	Maurice Sporting Goods, Inc.	Pending	77/575379	9/22/2008
NORTHERN AIR	Maurice Sporting Goods, Inc.	Issued	2,265,050	7/27/1999
OREN-O-MATIC (Stylized)	Maurice Sporting Goods, Inc.	Issued	329,799	11/12/1935
OUTDOORSMAN	Maurice Sporting Goods, Inc.	Issued	848,149	4/30/1968
PHASE 2	Maurice Sporting Goods, Inc.	Issued	2,914,117	12/28/2004
POLARIS	Maurice Sporting Goods, Inc.	Issued	1,763,759	4/6/1993
RATTLESNAKE	Maurice Sporting Goods, Inc.	Issued	2,202,287	11/3/1998
READY2FISH	Maurice Sporting Goods, Inc.	Issued	2,324,514	2/29/2000
READY2FISH R2F(Stylized)	Maurice Sporting Goods, Inc.	Issued	3,221,106	3/27/2007
ROYAL COACHMAN	Maurice Sporting Goods, Inc.	Issued	2,416,810	1/2/2001
SB SOUTH BEND 4 KIDS and Design	Maurice Sporting Goods, Inc.	Issued	2,755,843	8/26/2003
SILVERLAKE	Maurice Sporting Goods, Inc.	Issued	3,064,875	3/7/2006
SOUTH BEND	Maurice Sporting Goods, Inc.	Issued	1,934,913	11/14/1995

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Federal Registration No./ Serial No.</u>	<u>Registration Date /Filing Date</u>
SOUTH BEND	Maurice Sporting Goods, Inc.	Issued	3,190,665	1/2/2007
SOUTH BEND (Stylized)	Maurice Sporting Goods, Inc.	Issued	520,150	1/24/1950
SOUTH BEND 4 KIDS	Maurice Sporting Goods, Inc.	Issued	2,706,409	4/15/2003
SUB ZERO	Maurice Sporting Goods, Inc.	Issued	3,134,668	8/29/2006
SUNNY DAY	Maurice Sporting Goods, Inc.	Issued	1,634,232	2/5/1991
SUNNY DAY BEAR	Maurice Sporting Goods, Inc.	Issued	1,710,190	8/25/1992
TOTAL TACKLE	Maurice Sporting Goods, Inc.	Issued	3,090,603	5/9/2006
TROPHY TAMER	Maurice Sporting Goods, Inc.	Issued	2,206,337	12/1/1998
WALLEYES ONLY	Maurice Sporting Goods, Inc.	Issued	2,692,908	3/4/2003
YUKON	Maurice Sporting Goods, Inc.	Pending	77-533361	7/29/2008
YUKON GEAR	Maurice Sporting Goods, Inc.	Pending	77-591191	10/13/2008



SCHEDULE B

Trademark and License Security Agreement

LICENSES

None.