

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ridmark Corporation		12/03/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as collateral agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	EP-MN-WS3C		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-2292		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1710192	AIR PAC	
Registration Number:	1497865	BIOLITE	
Registration Number:	0662126	KRA-LITE	
Registration Number:	1809340	POWER PAC	
Registration Number:	1711910	POWER	
Registration Number:	1537482	POWER	
Registration Number:	3261862	POWER	
Registration Number:	2039625	POWER	
Registration Number:	1896715	RIDDELL	
Registration Number:	3128483	R	
Registration Number:	3064951	R	
Registration Number:	3150366	RIDDELL	
Registration Number:	3147250	RIDDELL	

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Registration Number:	3178951	RIDDELL
Registration Number:	3155695	RIDDELL
Registration Number:	3178953	RIDDELL
Registration Number:	3178952	RIDDELL
Registration Number:	3178949	RIDDELL
Registration Number:	3178950	RIDDELL
Registration Number:	3431707	RIDDELL
Registration Number:	1868448	WARRIOR
Registration Number:	1746487	Z-BAR

**CORRESPONDENCE DATA**

Fax Number: (646)728-2841  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: trademarks@ropesgray.com  
Correspondent Name: Emilia F. Cannella  
Address Line 1: Ropes & Gray LLP  
Address Line 2: One International Place  
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ATTORNEY DOCKET NUMBER:	FPIB-154-005
NAME OF SUBMITTER:	Emilia F. Cannella
Signature:	/Emilia F. Cannella/
Date:	12/14/2009

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 3, 2009 is made by Ridmark Corporation, a Delaware corporation, (the "Grantor"), in favor of U.S. Bank National Association, as Collateral Agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of December 3, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Easton-Bell Sports, Inc. (the "Company"), the Guarantors party thereto (collectively, the "Guarantors") and U.S. Bank National Association as Trustee, the Company has issued its 9.750% Senior Secured Notes due 2016 (the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Company and the Guarantors have executed and delivered a U.S. Pledge and Security Agreement, dated as of December 3, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes pursuant to the Indenture, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly

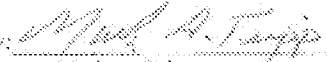
subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Holders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Ridmark Corporation

By:   
Name: Mark A. Tripp  
Title: Chief Financial Officer  
Date: December 3, 2009

U.S. Bank National Association, as  
Collateral Agent

By:   
Name: Richard Proctor  
Title: Vice President  
Date: December 3, 2009

Schedule A

U.S. Trademark Registrations and Applications of Ridmark Corp.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
United States	AIR PAC	1710192
United States	BIO-LITE	1497696
United States	KRA-LITE	682126
United States	POWER PAC	1809340
United States	POWER	1711910
United States	POWER	1537482
United States	POWER	3261962
United States	POWER	2038625
United States	RIDDELL	1886715
United States	R	3128483
United States	R	3054951
United States	RIDDELL	3150368
United States	RIDDELL	3147260
United States	RIDDELL	3178951
United States	RIDDELL	3158889
United States	RIDDELL	3172953
United States	RIDDELL	3178952
United States	RIDDELL	3178948
United States	RIDDELL	3178950
United States	RIDDELL	3421707
United States	WARRIOR	1886448
United States	Z-BAR	1746487

Canadian Trademark Registrations and Applications of Ridmark Corp.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
Canada	PROEDGE	TMA495736
Canada	POWER	TMA441810
Canada	POWER & DESIGN	TMA472208
Canada	RIDDELL & DESIGN	TMA480348
Canada	POWER	TMA430189
Canada	RIDDELL	TMA498325
Canada	RIDDELL	TMA892988