

**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
Maverik Lacrosse LLC		06/03/2010	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	123 Front Street West, Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	COMPANY: CANADA

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

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3541154	MAVERIK BIG TIME
Registration Number:	3655902	MAVERIK LACROSSE
Registration Number:	3345607	WONDER BOY
Registration Number:	3752656	

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900164039**

**TRADEMARK  
 REEL: 004220 FRAME: 0497**

**CH \$115.00 3541154**

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
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Carole Dobbins
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Signature:	/Carole Dobbins/
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Date:	06/08/2010
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Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2010, is made by Maverik Lacrosse LLC, a New York limited liability company (the "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 the 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 has been and may hereafter be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among Bauer Hockey Corp. (as successor by way of amalgamation to KBAU Acquisition Canada, Inc. and formerly known as Nike Bauer Hockey Corp.), as the Canadian Borrower, Bauer Hockey, Inc. (as successor by way of merger to KBAU Holdings US, Inc. and formerly known as Nike Bauer Hockey U.S.A., 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, the 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 Joinder Agreement dated as of the date hereof, to become a party to that certain Guaranty and Security Agreement dated as of April 16, 2008 in favor of the Agents (collectively, the "Guaranty and Security Agreement"), and 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 and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the fourth amendment to Credit Agreement dated as of the date hereof and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, 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, the 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,

MAVERIK LACROSSE LLC, a New York limited liability company, as Grantor

By:   
Name: Christopher Anderson  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By: \_\_\_\_\_  
Name:  
Title:

Trademark Security Agreement - Maverik

IN WITNESS WHEREOF, the 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,

MAVERIK LACROSS LLC, a New York limited liability company, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By:   
Name: **DAN BILLARD**  
Title: **DULY AUTHORIZED SIGNATORY**

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the 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,

MAVERIK LACROSS LLC, a New York limited liability company, as Grantor


By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent



By:   
Name: \_\_\_\_\_  
Title: **JEFFREY BOTTCHER**  
**DULY AUTHORIZED SIGNATORY**



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations


1. REGISTERED TRADEMARKS – U.S.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
MAVERIK BIG TIME	U.S. Federal	77230321 Jul. 16, 2007	3541154 Dec. 2, 2008	41	Maverick Lacrosse LLC
MAVERIK LACROSSE & Design  	U.S. Federal	78532096 Dec. 14, 2004	3655902 Jul. 14, 2009	18 28	Maverick Lacrosse LLC
WONDER BOY	U.S. Federal	78747065 Nov. 4, 2005	3345607 Nov. 27, 2007	28	Maverick Lacrosse LLC
	U.S. Federal	77145851 Apr. 2, 2007	3752656 Feb. 23, 2010	18 25 28	Maverick Lacrosse LLC

2. REGISTERED TRADEMARKS – CANADA

None.

3. TRADEMARK APPLICATIONS – U.S.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
MAVERIK LACROSSE & Design  	U.S. Federal	78533807 Dec. 16, 2004		25	Maverick Lacrosse LLC
MAVERIK BAD BOY	U.S. Federal	85018138 April 20, 2010		28	Maverik Lacrosse LLC
MAVERIK JUICE	U.S. Federal	77484738 May 28, 2008		28	Maverick Lacrosse LLC
MAV	U.S. Federal	77487098 May 30, 2008		25 28	Maverick Lacrosse LLC
SHARK GEL	U.S. Federal	77312233 Oct. 24, 2007		28	Maverick Lacrosse LLC

4. TRADEMARK APPLICATIONS – CANADA

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner
MAVERIK LACROSSE	Canada	1340961 Mar. 27, 2007		N/A	Maverik Lacrosse LLC

Trademark Security Agreement - Maverik