

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
Sport Supply Group, Inc.		08/05/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	720 King Street West, 2nd Floor c/o GWS Loan Operations
Internal Address:	Attention: US Agency Loan Operations
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V2T3
Entity Type:	bank: CANADA

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3745796	GSC
Serial Number:	77830171	COLLEGIATE PACIFIC
Registration Number:	3421465	GAMECRAFT
Registration Number:	3426253	TOMARK
Registration Number:	3795882	CHAMPION BARBELL
Registration Number:	3793364	C CHAMPION BARBELL
Registration Number:	3291343	PRO DOWN
Registration Number:	3105665	PORT-A-PIT
Registration Number:	2447836	MARK 1
Registration Number:	2431716	MARK 1
Registration Number:	3453580	MARK 1
Registration Number:	2473322	BSN
Registration Number:	2425244	FUNNETS

CH \$1115.00 3745796

900168747

**TRADEMARK
 REEL: 004255 FRAME: 0504**

Registration Number:	2499731	PASSON'S SPORTS
Registration Number:	2430822	SSG
Registration Number:	2778839	SPORT SUPPLY GROUP, INC.
Registration Number:	2299816	ROLL-N-FOLD
Registration Number:	2052751	MULTIFIT SYSTEM
Registration Number:	1965771	GAMECRAFT
Registration Number:	1998854	NEW ENGLAND CAMP AND RECREATION
Registration Number:	2002107	THE HEART ADVENTURE
Registration Number:	1949588	BRUTE FORCE
Registration Number:	1934630	ULTIMAT
Registration Number:	1845758	COLOR MY CLASS
Registration Number:	1847722	QUICK-FENCE
Registration Number:	1906667	WAFFLE
Registration Number:	1880726	BULLDOG
Registration Number:	1909693	PRO-DOWN
Registration Number:	1870846	THE ATHLETIC CONNECTION
Registration Number:	1739140	VOLLEY TRAINER
Registration Number:	1410733	PROBASE
Registration Number:	1262511	ALUMAGOAL
Registration Number:	1223595	PILLO POLO
Registration Number:	1246494	U.S. GAMES
Registration Number:	1223594	TOPPLEBALL
Registration Number:	1198106	BSN
Registration Number:	1055596	TIDI-COURT
Registration Number:	1030600	ROL-DRI
Registration Number:	0394740	GOLD MEDAL
Registration Number:	0972790	CURVEMASTER
Registration Number:	0800268	PORT-A-PIT
Registration Number:	0738205	FLAG-A-TAG
Registration Number:	3779805	E SPORTSONLINE.COM
Serial Number:	77929245	SPORTS COOL

CORRESPONDENCE DATA

Fax Number: (212)728-8111

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

TRADEMARK
REEL: 004255 FRAME: 0505

Phone: 2127288000
Email: ipdept@willkie.com
Correspondent Name: Kim A. Walker
Address Line 1: 787 Seventh Avenue
Address Line 2: Willkie Farr & Gallagher LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 110467.00023

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Kim A. Walker

Signature: /kaw-907/

Date: 08/05/2010

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 5th day of August, 2010, Sport Supply Group, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1901 Diplomat Drive, Farmers Branch, Texas 75234, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, (“*Scotia Capital*”), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated August 5, 2010 (the “*Security Agreement*”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.


SPORT SUPPLY GROUP, INC.

By: 
Name: Terrence M. Babilla
Title: President, Chief Operating Officer,
General Counsel and Secretary

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA

By: 
Name: James Rhee
Title: Director

By: 
Name: Steve Holyman
Title: Associate Director

**SCHEDULE A
To Trademark Collateral Agreement**

Registered Trademarks and Trademark Applications

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/ Renewal Date
GSC	Sport Supply Group, Inc.	United States	77493308	06-06-2008	3,745,796	02-09-2010	Pending
COLLEGIATE PACIFIC	Sport Supply Group, Inc.	United States	77830171	09-18-2009	-----	-----	
GAMECRAFT	Sport Supply Group, Inc.	United States	77103599	02-09-2007	3421465	05-06-2008	05/06/2014
TOMARK	Sport Supply Group, Inc.	United States	77266620	08-28-2007	3426253	05-13-2008	05/13/2018
CHAMPION BARBELL	Sport Supply Group, Inc.	United States	76494960	02-28-2003	3,795,882	06-01-2010	Pending
C CHAMPION BARBELL and Design	Sport Supply Group, Inc.	United States	76494961	02-28-2003	3,793,364	05-25-2010	Pending
PRO DOWN	Sport Supply Group, Inc.	United States	76629171	01-28-2005	3291343	09-11-2007	09/11/2017
PORT-A-PIT	Sport Supply Group, Inc.	United States	76622900	12-02-2004	3105665	06-20-2006	06/20/2011
MARK 1 and Design	Sport Supply Group, Inc.	United States	76017561	04-04-2000	2447836	05-01-2001	05/01/2011
MARK 1	Sport Supply Group, Inc.	United States	76017560	04-04-2000	2431716	02-27-2001	02/27/2011
MARK 1 (Stylized)	Sport Supply Group, Inc.	United States	77-330822	11-15-2007	3,453,580	06-24-2008	
BSN	Sport Supply Group, Inc.	United States	76015737	04-03-2000	2473322	07-31-2001	07/31/2011

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/Renewal Date
	Inc.						
FUNNETS	Sport Supply Group, Inc.	United States	75927011	02-23-2000	2425244	01-30-2001	01/30/2011
PASSON'S SPORTS	Sport Supply Group, Inc.	United States	75901524	01-24-2000	2499731	10-23-2001	10/23/2011
SSG	Sport Supply Group, Inc.	United States	75701376	05-06-1999	2430822	02-27-2001	02/27/2011
SPORT SUPPLY GROUP, INC.	Sport Supply Group, Inc.	United States	75701100	05-10-1999	2778839	11-04-2003	11/04/2013
ROLL-N-FOLD	Sport Supply Group, Inc.	United States	75558703	09-22-1998	2299816	12-14-1999	12/14/2019
MULTIFIT SYSTEM	Sport Supply Group, Inc.	United States	75113872	06-04-1996	2052751	04-15-1997	04/15/2017
GAMECRAFT	Sport Supply Group, Inc.	United States	74682812	06-02-1995	1965771	04-02-1996	04/12/2016
NEW ENGLAND CAMP AND RECREATION	Sport Supply Group, Inc.	United States	74655732	04-04-1995	1998854	09-03-1996	09/03/2016
THE HEART ADVENTURE	Sport Supply Group, Inc.	United States	74513629	04-18-1994	2002107	09-24-1996	09/24/2016
BRUTE FORCE	Sport Supply Group, Inc.	United States	74513305	04-18-1994	1949588	01-16-1996	01/16/2016
ULTIMAT	Sport Supply Group, Inc.	United States	74436295	09-16-1993	1934630	11-14-1995	11/14/2011
COLOR MY CLASS	Sport Supply Group, Inc.	United States	74436294	09-16-1993	1845758	07-19-1994	07/19/2014
QUICK-FENCE	Sport Supply Group,	United States	74436290	09-16-1993	1847722	08-02-1994	08/02/2014

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/Renewal Date
	Inc.						
WAFFLE	Sport Supply Group, Inc.	United States	74433241	09-07-1993	1906667	07-18-1995	07/18/2015
BULLDOG	Sport Supply Group, Inc.	United States	74432607	09-07-1993	1880726	02-28-1995	02/28/2015
PRO-DOWN	Sport Supply Group, Inc.	United States	74432160	09-07-1993	1909693	08-08-1995	08/08/2015
THE ATHLETIC CONNECTION	Sport Supply Group, Inc.	United States	74293047	07-09-1992	1870846	12-27-1994	12/27/2014
VOLLEY TRAINER	Sport Supply Group, Inc.	United States	74168987	05-22-1991	1739140	12-08-1992	12/08/2012
PROBASE (Stylized)	Sport Supply Group, Inc.	United States	73585209	02-28-1986	1410733	09-23-1986	09/23/2016
ALUMAGOAL	Sport Supply Group, Inc.	United States	73356631	03-26-1982	1262511	12-27-1983	12/27/2013
PILLO POLO	Sport Supply Group, Inc.	United States	73352956	12-14-1981	1223595	01-11-1983	01/11/2013
U.S. GAMES	Sport Supply Group, Inc.	United States	73352955	12-14-1981	1246494	07-26-1983	07/26/2013
TOPPLEBALL	Sport Supply Group, Inc.	United States	73352954	12-14-1981	1223594	01-11-1983	01/11/2013
BSN	Sport Supply Group, Inc.	United States	73316908	06-29-1981	1198106	06-15-1982	06/16/2012
TIDI-COURT	Sport Supply Group, Inc.	United States	73078419	02-26-1976	1055596	01-04-1977	01/04/2017
ROL-DRI	Sport Supply Group,	United States	73047869	03-27-1975	1030600	01-20-1976	01/20/2012

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Expiration/Renewal Date
	Inc.						
GOLD MEDAL	Sport Supply Group, Inc.	United States	71445660	07-26-1941	0394740	04-28-1942	04/28/2012
CURVEMASTER and Design	Sport Supply Group, Inc.	United States	72430346	08-11-1972	0972790	11-13-1973	11/13/2013
PORT-A-PIT	Sport Supply Group, Inc.	United States	72210670	01-26-1965	0800268	12-14-1965	12/14/2015
FLAG-A-TAG	Sport Supply Group, Inc.	United States	72132662	11-24-1961	0738205	09-25-1962	09/25/2012
ESPORTSONLINE.COM and Design	Sport Supply Group, Inc.	United States	75732811	06-17-1999 05/04/2009- Amended	3779805	04/27/2010	04/27/2016
SPORTS COOL	Sport Supply Group, Inc.	United States	77-929245	02-05-2010	Pending		