

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prince Sports, Inc.		03/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3914088	PLAY WITH FIRE	
Registration Number:	2055342	V	
Registration Number:	2052797	VIKING	
Serial Number:	85121990	DURATRED	
Serial Number:	85241581	REBEL	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	034784-0114		

CH \$140.00 3914088

900186987

**TRADEMARK
 REEL: 004501 FRAME: 0752**

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	03/21/2011
Total Attachments: 5 source=GE-Prince Supplemental TSA#page1.tif source=GE-Prince Supplemental TSA#page2.tif source=GE-Prince Supplemental TSA#page3.tif source=GE-Prince Supplemental TSA#page4.tif source=GE-Prince Supplemental TSA#page5.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 18, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 10, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to a Guaranty and Security Agreement, dated as of August 10, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors were required to execute and deliver that certain Trademark Security Agreement, dated as of August 10, 2007 in favor of the Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors, among other things, granted a lien on and security interest in the Collateral, which includes, without limitation, Intellectual Property (as defined in the Credit Agreement) of the Grantors acquired after August 10, 2007 (the "After-Acquired IP"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors agreed to execute and deliver this Agreement with respect to certain After-Acquired IP in order to record with the United States Patent and Trademark Office the Agent's lien on and security interest in such After-Acquired IP.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and

grants to the Agent 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 property of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses (each as defined in the Credit Agreement) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks and IP Licenses referred to on Schedule 1 hereto;

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 Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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 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 Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PRINCE SPORTS, INC., a Delaware corporation

By: Ken DAISS
Name: Ken DAISS
Title: Exec VP & CFO.

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as Agent

By: _____
Name: _____
Its: duly authorized signatory

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

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

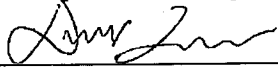
Very truly yours,

PRINCE SPORTS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____


ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent

By: 
Name: DENNIS P. LEONARD
Its: duly authorized signatory

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
DURATRED	85121990	2010-09-02	n/a	n/a
PLAY WITH FIRE	85066688	2010-06-18	3914088	2011-02-01
REBEL	85241581	2011-02-14	n/a	n/a
V 	75117871	1996-06-12	2055342	1997-04-22
VIKING	75117869	1996-06-12	2052797	1997-04-15