

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		03/10/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as US Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77484738	MAVERIK JUICE	
Serial Number:	77487098	MAV	
Serial Number:	85103051	WONDERGIRL	
Serial Number:	85103046	MAVERIK RIZE	
Serial Number:	85082580	PIZZA BOY	
Serial Number:	77312233	SHARK GEL	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$165.00 77484738

ATTORNEY DOCKET NUMBER:	207170-286
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/07/2011
Total Attachments: 5 source=GECC - Maverk LaCrosse- Trademark#page1.tif source=GECC - Maverk LaCrosse- Trademark#page2.tif source=GECC - Maverk LaCrosse- Trademark#page3.tif source=GECC - Maverk LaCrosse- Trademark#page4.tif source=GECC - Maverk LaCrosse- Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2011, is made by Maverik Lacrosse LLC ("Grantor"), in favor of General Electric Capital Corporation ("GE US"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the US Lenders, the US Swingline Lender, and the US L/C Issuer (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 16, 2008 among Bauer Hockey, Inc., as the US Borrower, Bauer Hockey Corp., as the Canadian Borrower (and together with Bauer Hockey, Inc., the "Borrowers"), the Lenders and the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, GE Canada Finance Holding Company, as Canadian Agent for the Canadian Lenders (and together with the US Agent, the "Agents"), Canadian L/C Issuer and Canadian Swingline Lender, and GE US as US Agent for the US Lenders, US L/C Issuer and US Swingline Lender (collectively, the "US Secured Parties"), as amended and restated by the Amended and Restated Credit Agreement dated as of March 10, 2011 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), the Lenders, the L/C Issuers and the Swingline Lenders, 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 June 3, 2010 in favor of the US Agent (the "Joinder Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Joinder 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 Trademark and Patent Office and the Canadian Intellectual Property Office, as the case may be;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the US Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Joinder 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 US Agent for the benefit of the US Secured Parties, and grants to the US Agent for the benefit of itself and the US 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 proposed 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 proposed 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 or the Canadian Intellectual Property Office, as the case may be, 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 US Agent pursuant to the Joinder Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the US Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Joinder 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, as Grantor

By: _____

Name

Title:

John Gabriels,
Pres, Agent

ACCEPTED AND AGREED
as of the date first above written:

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 LACROSSE LLC, as Grantor

By: _____

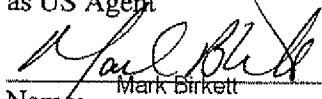
Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By:



Mark Birkett

Name: Duly Authorized Signatory

Title:

Schedule 1

Trademarks

Business Mark	Country	Filing Date	Appl. No.	Reg. Date	Reg. No.
MAVERIK BAD BOY	Canada	10/20/2010	1500519		
MAVERIK LACROSSE	Canada	03/27/2007	1340961	07/6/2010	771298
MAVERIK JUICE	United States	05/28/2008	77484738		
MAV	United States	05/30/2008	77487098		
WONDERGIRL	United States	08/09/2010	85/103051		
MAVERIK RIZE	United States	08/09/2010	85/103046		
PIZZA BOY	United States	07/12/2010	85/082580		
SHARK GEL	United States	10/24/2007	77312233	01/25/2011	3911414