

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY INTEREST																		
CONVEYING PARTY DATA																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>DMI Sports, Inc.</td> <td></td> <td>04/25/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	DMI Sports, Inc.		04/25/2011	CORPORATION: DELAWARE											
Name	Formerly	Execution Date	Entity Type																
DMI Sports, Inc.		04/25/2011	CORPORATION: DELAWARE																
RECEIVING PARTY DATA																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Wilmington Trust FSB</td> </tr> <tr> <td>Street Address:</td> <td>2 West Market Street</td> </tr> <tr> <td>City:</td> <td>West Chester</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>19382</td> </tr> <tr> <td>Entity Type:</td> <td>federally chartered savings bank: UNITED STATES</td> </tr> </table>	Name:	Wilmington Trust FSB	Street Address:	2 West Market Street	City:	West Chester	State/Country:	PENNSYLVANIA	Postal Code:	19382	Entity Type:	federally chartered savings bank: UNITED STATES							
Name:	Wilmington Trust FSB																		
Street Address:	2 West Market Street																		
City:	West Chester																		
State/Country:	PENNSYLVANIA																		
Postal Code:	19382																		
Entity Type:	federally chartered savings bank: UNITED STATES																		
PROPERTY NUMBERS Total: 5																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2868724</td> <td>LEGEND</td> </tr> <tr> <td>Registration Number:</td> <td>2990055</td> <td>HECKLER</td> </tr> <tr> <td>Registration Number:</td> <td>2977382</td> <td>AMERICAN LEGEND</td> </tr> <tr> <td>Registration Number:</td> <td>1825276</td> <td>MINNESOTA FATS</td> </tr> <tr> <td>Registration Number:</td> <td>1825275</td> <td>HUSTLER</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2868724	LEGEND	Registration Number:	2990055	HECKLER	Registration Number:	2977382	AMERICAN LEGEND	Registration Number:	1825276	MINNESOTA FATS	Registration Number:	1825275	HUSTLER	
Property Type	Number	Word Mark																	
Registration Number:	2868724	LEGEND																	
Registration Number:	2990055	HECKLER																	
Registration Number:	2977382	AMERICAN LEGEND																	
Registration Number:	1825276	MINNESOTA FATS																	
Registration Number:	1825275	HUSTLER																	
CORRESPONDENCE DATA																			
Fax Number: (215)557-2049 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (215) 988-6991 Email: tarbox@blankrome.com Correspondent Name: Olivia H. Tarbox, Paralegal Address Line 1: Blank Rome LLP Address Line 2: One Logan Square Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998																			
ATTORNEY DOCKET NUMBER:	136059-01000																		

CH \$140.00 2868724

900191516

TRADEMARK
 REEL: 004538 FRAME: 0475

NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	05/10/2011
<p>Total Attachments: 20</p> <p>source=Amended and Restated Intellectual Property Security Agreement#page1.tif source=Amended and Restated Intellectual Property Security Agreement#page2.tif source=Amended and Restated Intellectual Property Security Agreement#page3.tif source=Amended and Restated Intellectual Property Security Agreement#page4.tif source=Amended and Restated Intellectual Property Security Agreement#page5.tif source=Amended and Restated Intellectual Property Security Agreement#page6.tif source=Amended and Restated Intellectual Property Security Agreement#page7.tif source=Amended and Restated Intellectual Property Security Agreement#page8.tif source=Amended and Restated Intellectual Property Security Agreement#page9.tif source=Amended and Restated Intellectual Property Security Agreement#page10.tif source=Amended and Restated Intellectual Property Security Agreement#page11.tif source=Amended and Restated Intellectual Property Security Agreement#page12.tif source=Amended and Restated Intellectual Property Security Agreement#page13.tif source=Amended and Restated Intellectual Property Security Agreement#page14.tif source=Amended and Restated Intellectual Property Security Agreement#page15.tif source=Amended and Restated Intellectual Property Security Agreement#page16.tif source=Amended and Restated Intellectual Property Security Agreement#page17.tif source=Amended and Restated Intellectual Property Security Agreement#page18.tif source=Amended and Restated Intellectual Property Security Agreement#page19.tif source=Amended and Restated Intellectual Property Security Agreement#page20.tif</p>	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of this 25 day of April, 2011, by and between DMI SPORTS, INC., a corporation organized under the laws of the State of Delaware (the "Borrower" or "Grantor"), and WILMINGTON TRUST FSB, a federally chartered savings bank, as successor-in-interest, by merger, to Wilmington Trust of Pennsylvania (the "Secured Party" or the "Bank").

BACKGROUND

A. Borrower and Bank are parties to a Demand Loan Agreement dated July 6, 2005 (such agreement, as amended or otherwise modified from time to time, being hereinafter referred to as the "Loan Agreement") pursuant to which Bank agreed to make a certain demand loan to Borrower for working capital purposes.

B. In connection with the execution of the Loan Agreement, Borrower executed and delivered the Intellectual Property Security Agreement (such agreement being hereafter referred to as the "Existing IP Security Agreement"), pursuant to which Borrower granted to Bank security interests in all of Borrower's right, title and interest in and to, among other things, certain patents and trademarks, and all proceeds thereof (such as, but not limited to, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, as security for the payment and performance when due of each of the present and future obligations of the Borrower under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement").

C. On or about October 30, 2009, Borrower and Bank entered into an Amendment to Demand Loan Agreement, Subordination Agreement, and Loan Documents (the "Amendment").

D. Borrower and the Bank are parties to a Second Amendment to Demand Loan Agreement, Subordination Agreement, Guaranties and Loan Documents dated of even date herewith (such amendment, as further amended or otherwise modified from time to time, being hereinafter referred to as the "Second Amendment"), pursuant to which the parties thereto have amended and restated the Loan Agreement and Loan Documents to, among other things: i) reduce the maximum amount of the demand loan; ii) reduce the advance rate on Eligible Inventory; iii) reduce the cap on Eligible Inventory; iv) change the interest rate; and v) require the Subordinated Debt to remain at all times not less than \$2,649,213.00.

E. Secured Party is willing to grant the extensions of credit and otherwise modify the Loan Agreement as contemplated by the Second Amendment only on the condition that Borrower executes and delivers this Security Agreement to Secured Party.

F. Capitalized terms used in this Security Agreement shall have the meanings given to them in this Security Agreement. Other capitalized terms which are used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

G. The terms of the Loan Agreement are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Security Agreement, intending to be legally bound hereby, and for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Bank (and their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the Commonwealth Of Pennsylvania; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Commonwealth Of Pennsylvania, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreements, as applicable. In addition, as used herein, the following terms shall have the following meanings:

"Bank" shall have the meaning assigned to such term in the Background section of this Security Agreement.

"Borrower" shall have the meaning assigned to such term in the Background section of this Security Agreement.

"Collateral" and "IP Collateral" shall have the meaning assigned to such term in Section 2.1 of this Security Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Loan Agreement" shall have the meaning assigned to such term in the Background statement of this Security Agreement.

"Grantor" shall have the meaning assigned to such term in the opening paragraph of this Security Agreement.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 of this Security Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to Grantor of any right under any Intellectual Property.

"Material Adverse Effect" shall mean any event, condition or occurrence as to Borrower which individually or in the aggregate with any other such event, condition or occurrence and whether through the effect on Borrower's business, property, prospects, profits or condition (financial or otherwise) or otherwise which in the reasonable judgment of Bank, could reasonably be expected to materially impair the ability of Borrower to meet all of its Obligations to Bank.

"Obligations" or "Secured Obligations" shall mean, collectively, the Obligations (as defined in Section 2.2 below).

"Patents" shall mean all patents and applications for patents of Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on Exhibit B annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Exhibit C annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest/Secured Obligations.

2.1 Grant of Security Interest. The Grantor hereby grants to the Secured Party a security interest with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of Grantor in and to the following property, and

each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Collateral" or the "IP Collateral");

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (j) All of Grantor's rights corresponding to any of the foregoing throughout the world.

2.2. Secured Obligations. The lien and security interest created herein is given as security for the prompt payment, performance, satisfaction and discharge of the following obligations (the "Obligations") of the Borrower:

- (a) To pay the principal, interest, commitment fees and any other liabilities of the Borrower to the Secured Party under the Loan Agreement and the other Loan Documents in accordance with the terms thereof;
- (b) To satisfy all of the other liabilities of the Borrower to the Secured Party, whether hereunder or otherwise, whether now existing or hereafter incurred, whether or not evidenced by any note or other instrument, matured or unmatured,

direct, absolute or contingent, joint or several, including any extensions, modifications, renewals thereof and substitutions therefor;

(c) To repay the Secured Party all amounts advanced by the Secured Party hereunder or otherwise on behalf of the Borrower, including, but without limitation, advances for principal or interest payments to prior secured parties, mortgagors or lienors, or for taxes, levies, insurance, rent, wages, repairs to or maintenance or storage of any Collateral;

(d) To reimburse the Secured Party, on demand, for all of the Secured Party's expenses and costs, including the reasonable fees and expenses of its counsel, in connection with the negotiation, preparation, administration, amendment, modification, or enforcement of the Loan Agreement and the other Loan Documents; and

(e) as fully set forth in the Loan Agreement and the other Loan Documents.

2.3 Restatement. This Security Agreement amends, restates and supersedes the Existing IP Security Agreement. This Security Agreement is not intended to alter or impair the scope, validity, enforceability or priority of the liens created under the Existing IP Security Agreement, which continue in full force and effect.

SECTION 3. Protection of Intellectual Property By Grantor. The Grantor shall undertake the following with respect to each of the items respectively described in Sections 2.1(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At Grantor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At Grantor's sole cost, expense, and risk, take any and all action which Grantor reasonably deems necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding any provision in this Section 3 to the contrary, nothing herein shall require Grantor to perform any of the foregoing covenants in respect of Intellectual Property which Grantor determines in good faith is no longer necessary or appropriate for the conduct of its business, so long as the proposed abandonment or forfeiture of such Intellectual Property would not cause the Grantor to suffer a Material Adverse Effect.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, Grantor represents and warrants that:

(a) Exhibit A is a true, correct and complete list of all United States Copyrights owned by Grantor and all Copyright Licenses to which Grantor is a party as of the date hereof.

(b) Exhibit B is a true, correct and complete list of all United States Patents owned by Grantor and all Patent Licenses to which Grantor is a party as of the date hereof.

(c) Exhibit C is a true, correct and complete list of all United States Trademarks owned by Grantor and all Trademark Licenses to which Grantor is a party as of the date hereof.

(d) Except as set forth in Exhibits A, B and C, none of the Intellectual Property owned by Grantor is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person.

(f) Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. Grantor considers that the use by Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Grantor shall give Bank prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by Grantor of the right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(ii) Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(iii) Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer

programs, products or applications and Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).

(iv) Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Security Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Security Agreement. Upon the acquisition by Grantor of any additional Intellectual Property, Grantor shall promptly deliver to Bank an updated Exhibits A, B, and/or C (as applicable) to this Security Agreement and hereby authorizes Bank to file, at Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Bank may reasonably request to evidence Bank's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and Grantor hereby constitutes Bank as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that Bank's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. Prior to the occurrence and continuance of an Event of Default beyond any applicable cure period, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) Grantor provides Bank with written notice of Grantor's institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral; provided, however, that if at the time of Grantor's receipt of such an award, no Event of Default has occurred and is then continuing, and if the total amount of such award of money damages is less than Five Thousand Dollars (\$5,000.00), then Grantor may use the proceeds from such an award in any manner Grantor elects so long as the use thereof would not cause the occurrence of an Event of Default. In the event the total amount

of such an award of money damages is Five Thousand Dollars (\$5,000.00) or greater, or if an Event of Default has occurred and is then continuing, then Bank shall have the option, in its sole discretion, to require that all or any part of the award be applied to the outstanding principal balance then due under the terms of the Loan Agreement.

(c) Upon the occurrence and during the continuance of any Event of Default, Bank, by notice to Grantor, may terminate or limit Grantor's rights under this Section 6.

SECTION 7. Bank's Actions To Protect Intellectual Property. In the event of

(a) Grantor's failure, within ten (10) days of written notice from Bank, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

Bank, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Bank's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, Bank may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania, with respect to the Intellectual Property, in addition to which Bank may use, sell, license, assign, transfer, convey, pledge or otherwise dispose of the Intellectual Property, subject to those restrictions to which Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of Bank that an Event of Default has occurred and that Bank is authorized to exercise such rights and remedies.

SECTION 9. Bank As Attorney-In-Fact.

(a) Grantor hereby irrevocably makes, constitutes and appoints Bank (and all officers, employees or agents designated by Bank) as and for Grantor's true and lawful agent and attorney-in-fact, and in such capacity Bank shall have the right, with power of substitution for Grantor and in Grantor's name or otherwise, for the use and benefit of Bank:

(i) To supplement and amend from time to time Exhibits A, B and C of this Security Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such applications, assignments, documents, papers and instruments as Bank reasonably determines to be necessary or desirable in connection with the exercise of its rights and remedies and to use

the Intellectual Property or to sell, license, assign, transfer, convey, pledge or otherwise dispose of the Intellectual Property to anyone else including, without limitation, the power to execute a copyright assignment in the form attached hereto as Exhibit D, a patent assignment in the form attached hereto as Exhibit E, or a trademark assignment in the form attached hereto as Exhibit F (so long as, in the case of any Intellectual Property consisting of Licenses and/or License rights, Grantor would have had the right to so grant a license/sublicense in the License or License rights and Bank would have the right to so sell, license/sublicense, assign, transfer, convey, pledge or otherwise dispose of such License and/or License rights by virtue of its security interests therein), subject to those restrictions to which Grantor is subject under applicable Laws and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Security Agreement is terminated in writing by a duly authorized officer of Bank.

(c) Bank shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if Bank elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of Bank.

SECTION 10. Bank's Rights. Any use by Bank of the Intellectual Property, as authorized hereunder in connection with the exercise of Bank's rights and remedies under this Security Agreement, the Loan Agreement or any other Loan Document shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Security Agreement is being executed and delivered by Grantor for the purpose of effecting, registering and confirming the grant of the security interest of Bank in the IP Collateral with the PTO and the Copyright Office. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of Bank thereunder) shall apply to the IP Collateral. In the event of a conflict between this Security Agreement and the Loan Agreement, the terms of this Security Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as Bank may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Security Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Security Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Security Agreement and the security interest granted herein shall terminate when all of the Secured Obligations have been paid in full in cash or otherwise satisfied, at which time Bank shall execute and deliver to Grantor, at Grantor's expense, all UCC termination statements, releases and similar documents, instruments and agreements that Grantor shall reasonably request to evidence such termination; provided, however, that the Loan Agreement, this Security Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by Bank upon the bankruptcy or reorganization of Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, Bank.

SECTION 14. Choice of Law. It is intended that all rights and obligations under this Security Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 15. Entire Agreement. This Security Agreement, together with the Loan Agreement (as amended by the Amendment and the Second Amendment) and the other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Security Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than by an agreement, in writing signed by the parties hereto.

SECTION 16. Remedies Cumulative. All remedies hereunder are cumulative and are not exclusive of any other rights and remedies of the Bank provided by law or under the Loan Agreement, the Existing IP Security Agreement, or any other Loan Document, or other applicable agreements or instruments. The making of the Loan to the Borrower pursuant to the Loan Agreement shall be conclusively presumed to have been made or extended, respectively, in reliance upon the Borrower's grant of security interests in the Collateral pursuant to the terms hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Bank have caused this Security Agreement to be executed by their duly authorized officers as of the date first above written.

BORROWER/GRANTOR:

Attest/Witness:

DMI SPORTS, INC.

By: [Signature] (SEAL)

By: [Signature] (SEAL)
Name: Gary D. Giegerich
Title: President

SECURED PARTY/BANK

Attest/Witness:

WILMINGTON TRUST FSB

By: [Signature] (SEAL)

By: [Signature] (SEAL)
Name: Andrew S. Zielinski
Title: Senior Banking Officer

ACKNOWLEDGMENT OF SECURED PARTY

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF ~~DELS~~ *West Chester* : SS

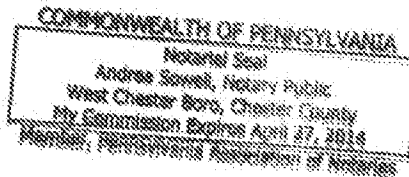
On this *3rd* day of *May* ~~April~~ 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Andrew S. Zielinski, who acknowledged himself to be Senior Banking Officer of Wilmington Trust FSB, a federally chartered savings bank, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such Senior Banking Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Andrew Sowell

NOTARY PUBLIC

My Commission expires:



ACKNOWLEDGMENT OF BORROWER

COMMONWEALTH OF PENNSYLVANIA:

SS

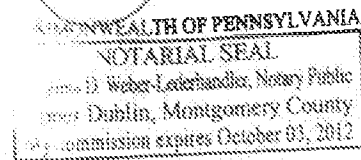
COUNTY OF BUCKS :

On this 25th day of April 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gary D. Giegerich, who acknowledged himself to be President of DMI Sports, Inc., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission expires: 10/3/12



Signature Page to Intellectual Property Security Agreement

Error! Unknown document property name.

EXHIBIT A

List of Copyrights and Copyright Licenses

Exhibits to Intellectual Property Security Agreement

Error! Unknown document property name.

EXHIBIT B**List of Patents and Patent Licenses****Patent Registrations**

Owner	Title	Patent No. (Application No.)	Issue Date (Filing Date)
DMI Sports, Inc.	Folding backboard for dart game	6,045,132	4/4/2000 (4/28/1998)
DMI Sports, Inc.	Knockdown cabinet for dart game	6,793,221	9/21/2004 (2/5/2003)
DMI Sports, Inc.	Portable game board	6,935,630	8/30/2005 (1/15/2004)
DMI Sports, Inc.	Light up pool cue	6,942,577	9/13/2005 (1/6/2004)
DMI Sports, Inc.	Collapsible table	6,997,111	2/14/2006 (10/31/2003)
DMI Sports, Inc.	Table game improvements	7,108,262	9/19/2006 (1/13/2004)
DMI Sports, Inc.	Virtual goal for a game table	7,219,891	5/22/2007 (12/1/2004)
DMI Sports, Inc.	Electronically-scored game providing audible feedback and method of use	7,258,344	8/21/2007 (9/18/2003)
DMI Sports, Inc.	Practice target for sport projectiles	7,293,776	11/13/2007 (8/11/2004)
DMI Sports, Inc.	Virtual goal for a game table	7,419,157	9/2/2008 (12/22/2006)
DMI Sports, Inc.	Touch pad scoring apparatus for dart	6,917,282	7/12/2005 (11/24/2003)

Exhibits to Intellectual Property Security Agreement

Error! Unknown document property name.

	games		
--	-------	--	--

Exhibits to Intellectual Property Security Agreement

Error! Unknown document property name.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
DMI Sports Inc.	LEGEND	US	2,868,724	8/3/2004
DMI Sports Inc.	HECKLER	US	2,990,055	8/30/2005
DMI Sports Inc.	AMERICAN LEGEND	US	2,977,382	7/26/2005
DMI Sports, Inc.	MINNESOTA FATS	US	1,825,276	3/8/1994
DMI Sports Inc.	HUSTLER	US	1,825,275	3/8/1994

Exhibits to Intellectual Property Security Agreement

Error! Unknown document property name.

EXHIBIT D

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Copyrights)

WHEREAS, DMI SPORTS, INC., a Delaware corporation ("Grantor") is the registered owner of the United States copyrights and copyright applications listed on Exhibit A attached hereto and made a part hereof ("Assets"), which are registered in the United States Copyright Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ____ day of _____, 20____.

By: _____
Attorney-in-fact

Witness:

EXHIBIT E

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Patents)

WHEREAS, DMI SPORTS, INC., a Delaware corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications listed on Exhibit B attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ____ day of _____, 20__.

By: _____
Attorney-in-fact

Witness:

EXHIBIT F

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, DMI SPORTS, INC., a Delaware corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Exhibit B attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ____ day of _____, 20__.

By: _____
Attorney-in-fact

Witness:

Exhibits to Intellectual Property Security Agreement
Error! Unknown document property name.