

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
Prince Sports, Inc.		06/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3258263	O3
Registration Number:	2730426	AIR+
Registration Number:	2878271	BANDIT
Registration Number:	1210697	
Registration Number:	2548558	
Registration Number:	3181308	DIABLO
Registration Number:	2120034	DURAFLEX
Registration Number:	2810295	DURATAC
Registration Number:	1202163	EKTELON
Registration Number:	2104531	EKTELON
Registration Number:	976308	EKTELON
Registration Number:	2118113	EKTELON
Registration Number:	1630967	ENDURANCE
Registration Number:	2121513	NEOS

OP \$1215.00 3258263

Registration Number:	2906101	NFS
Registration Number:	3309944	O TECH
Registration Number:	3246132	O3
Registration Number:	3547532	OZONE
Registration Number:	3244735	P
Registration Number:	2015230	P
Registration Number:	1175337	P
Registration Number:	1307141	P
Registration Number:	2416564	PLAY WITH FIRE
Registration Number:	2082484	POWER RING
Registration Number:	2690808	PRINCE
Registration Number:	1992784	PRINCE
Registration Number:	1596440	PRINCE
Registration Number:	1462052	PRINCE
Registration Number:	1352974	PRINCE
Registration Number:	1290217	PRINCE
Registration Number:	1290202	PRINCE
Registration Number:	1284452	PRINCE
Registration Number:	1233680	PRINCE
Registration Number:	1103956	PRINCE
Registration Number:	1049720	PRINCE
Registration Number:	2702774	PRINCE
Registration Number:	3029826	PRINCE RULE THE COURT
Registration Number:	2972343	PRINCE RULE THE COURT
Registration Number:	2952664	PRO LITE
Registration Number:	1300735	PROBLEND
Registration Number:	3437956	RECOIL
Registration Number:	3009636	SHARK
Registration Number:	2428951	SHOCK ERASER
Registration Number:	2732967	SOVEREIGN
Registration Number:	3309726	SPEEDPORT
Registration Number:	2102614	THUNDER
Registration Number:	2413195	TRIPLE THREAT
Registration Number:	1656894	ZEROVIBE

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela 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
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	06/16/2011

Total Attachments: 8
source=Prince TSA 6-14-2011#page1.tif
source=Prince TSA 6-14-2011#page2.tif
source=Prince TSA 6-14-2011#page3.tif
source=Prince TSA 6-14-2011#page4.tif
source=Prince TSA 6-14-2011#page5.tif
source=Prince TSA 6-14-2011#page6.tif
source=Prince TSA 6-14-2011#page7.tif
source=Prince TSA 6-14-2011#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2011 (this "Agreement"), is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuer and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 14, 2011 (as the same may be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), among the Grantor, Prince Sports Acquisition Holdings Corp., each other Person from time to time party thereto that is designated as a "Credit Party", the several financial institutions from time to time party thereto as Lenders, GE Capital, for itself, as a Lender, as Agent for all the Lenders and as L/C Issuer, and Madison Capital Funding LLC, for itself, as a Lender, and as Syndication Agent for all the Lenders, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each grantor thereunder (other than the Grantor) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be further amended, restated, supplemented and/or modified from time to time, the "Guaranty and Security Agreement") to guaranty the Obligations; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 Obligations of the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all IP Licenses providing for the grant to the Grantor of any exclusive right under any registered Trademark (or application therefor), including, without limitation, those IP Licenses referred to on Schedule 1 hereto;

(d) all goodwill of the business connected with the use of and symbolized by any of the foregoing; and

(e) 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 or recover at law or in equity for any past, present or future infringement, 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 the 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. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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. The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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., as Grantor

By: 
Name: Ken Daiss
Title: Chief Financial Officer, Vice President

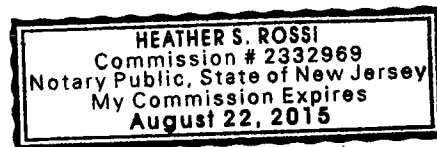
ACKNOWLEDGMENT

State of New Jersey)
County of Burlington)

ss.

On this 2 day of June, 2011 before me personally appeared Ken Daiss, as Chief Executive Office and Vice President, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Prince Sports, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004565 FRAME: 0031

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent




By: Michelle Handy
Name: Michelle Handy
Title: Duly Authorized Signatory






[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004565 FRAME: 0032

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark/ Image		Serial Number Registration Number	Filing Date Registration Date
1.	03 O3	78919775 3258263	2006-06-29 2007-07-03
2.	AIR+	76350629 2730426	2001-12-20 2003-06-24
3.	BANDIT	76344373 2878271	2001-12-04 2004-08-31
4.	DESIGN ONLY 	73294006 1210697	1981-01-22 1982-09-28
5.	DESIGN ONLY 	75829445 2548558	1999-10-21 2002-03-12
6.	DIABLO	76552466 3181308	2003-09-25 2006-12-05
7.	DURAFLEX	75241013 2120034	1997-02-11 1997-12-09
8.	DURATAC	76497770 2810295	2003-03-14 2004-02-03
9.	EKTELON 	73293936 1202163	1981-01-22 1982-07-20
10.	EKTELON	74637267 2104531	1995-02-22 1997-10-14
11.	EKTELON	72448105 976308	1973-02-08 1974-01-08

Trademark/ Image		Serial Number Registration Number	Filing Date Registration Date
12.	EKTELON	75241633 2118113	1997-02-13 1997-12-02
13.	ENDURANCE	73771798 1630967	1988-12-27 1991-01-08
14.	NEOS	75207969 2121513	1996-12-04 1997-12-16
15.	NFS	76565821 2906101	2003-11-28 2004-11-30
16.	O TECH	78943022 3309944	2006-08-02 2007-10-09
17.	O3 	78490149 3246132	2004-09-27 2007-05-29
18.	OZONE	77158727 3547532	2007-04-17 2008-12-16
19.	P 	78930587 3244735	2006-07-17 2007-05-22
20.	P 	74731281 2015230	1995-09-19 1996-11-12
21.	P 	73210442 1175337	1979-04-05 1981-10-27
22.	P 	73422860 1307141	1983-04-22 1984-11-27
23.	PLAY WITH FIRE	75731553 2416564	1999-06-16 2000-12-26
24.	POWER RING	75085994 2082484	1996-04-08 1997-07-22

	Trademark/ Image	Serial Number Registration Number	Filing Date Registration Date
25.	PRINCE	76416273 2690808	2002-06-03 2003-02-25
26.	PRINCE	74653460 1992784	1995-03-29 1996-08-13
27.	PRINCE prince	73815063 1596440	1989-07-26 1990-05-15
28.	PRINCE prince	73651545 1462052	1987-03-26 1987-10-20
29.	PRINCE prince	73502433 1352974	1984-10-04 1985-08-06
30.	PRINCE prince	73424490 1290217	1983-05-04 1984-08-14
31.	PRINCE <i>prince</i>	73422861 1290202	1983-04-22 1984-08-14
32.	PRINCE	73421464 1284452	1983-04-14 1984-07-03
33.	PRINCE prince	73353202 1233680	1982-03-05 1983-04-05
34.	PRINCE	73156499 1103956	1978-01-25 1978-10-10
35.	PRINCE	73067890 1049720	1975-11-03 1976-10-05
36.	PRINCE	75372346 2702774	1997-10-14 2003-04-01
37.	PRINCE RULE THE COURT	76557975 3029826	2003-10-22 2005-12-13
38.	PRINCE RULE THE COURT	76557976 2972343	2003-10-22 2005-07-19
39.	PRO LITE	76518250 2952664	2003-05-30 2005-05-17
40.	PROBLEND ProBlend	73450672 1300735	1983-10-31 1984-10-16

Trademark/ Image		Serial Number Registration Number	Filing Date Registration Date
41.	RECOIL	78776832 3437956	2005-12-20 2008-05-27
42.	SHARK	78403269 3009636	2004-04-16 2005-10-25
43.	SHOCK ERASER	75759056 2428951	1999-07-23 2001-02-13
44.	SOVEREIGN	76272270 2732967	2001-06-15 2003-07-01
45.	SPEEDPORT SPEEDPORT	78878600 3309726	2006-05-08 2007-10-09
46.	THUNDER	75020824 2102614	1995-11-16 1997-10-07
47.	TRIPLE THREAT	75731554 2413195	1999-06-16 2000-12-12
48.	ZEROVIBE	74016567 1656894	1990-01-05 1991-09-10

EXCLUSIVE IP LICENSES

None.