

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
Henson Company, Inc.		09/01/2011	CORPORATION: VIRGINIA
Neuedge Properties, LLC		09/01/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Sovereign Bank		
Street Address:	1500 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19608		
Entity Type:	federal savings bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	75646994		
Serial Number:	75865755	BRUTE	
Serial Number:	76496806	NEUEDGE	
Serial Number:	76547090	WHAT WINNERS WEAR!	
Serial Number:	76549553	ZERO-G	
Serial Number:	76596864	EVAPTECH	
Serial Number:	76596865	EVAP TECH	
Serial Number:	76643266	BRUTE NATIONALS FOLKSTYLE WRESTLING	
Serial Number:	77214145	MID-SET	
Serial Number:	77786091	RADICAL OFF-AXIS	
Serial Number:	77786129	OFF-AXIS	
Serial Number:	85152647	EVOLVE LACROSSE	

900202441

TRADEMARK
 REEL: 004625 FRAME: 0603

CH \$315.00 75646994

CORRESPONDENCE DATA

Fax Number: (703)836-2787

Phone: 703-836-6400

Email: email@oliff.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Oliff & Berridge, PLC

Address Line 1: P O. Box 320850

Address Line 4: Alexandria, VIRGINIA 22320-4850

ATTORNEY DOCKET NUMBER:

150600

NAME OF SUBMITTER:

William P. Berridge

Signature:

/William P. Berridge/

Date:

09/19/2011

Total Attachments: 11

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**AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT ("Agreement") is made as of this 1st day of September, 2011 by HENSON COMPANY, INC. ("Henson"), a Virginia corporation, and NEUEDGE PROPERTIES, LLC ("Neuedge"), a Pennsylvania limited liability company (each a "Grantor", and collectively, "Grantors"), in favor of SOVEREIGN BANK, a federal savings bank ("Lender").

Background

Henson has entered into that certain Amended and Restated Loan and Security Agreement with Lender dated as of September 1, 2011 (as amended, restated, supplemented or modified from time to time, the "Henson Loan Agreement") providing for the extensions of credit to be made to Henson by Lender.

Neuedge has entered into that certain Amended and Restated Loan and Security Agreement with Lender dated as of September 1, 2011 (as amended, restated, supplemented or modified from time to time, the "Neuedge Loan Agreement") providing for the extensions of credit to be made to Neuedge by Lender.

The Henson Loan Agreement and the Neuedge Loan Agreement are sometimes hereinafter collectively referred to as the "Loan Agreements".

Each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the respective Loan Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreements and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreements.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreements, each Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Loan Agreements of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

HENSON COMPANY, INC.

By: _____
John J. Purnell, President

Attest: _____
Secretary

NEUEDGE PROPERTIES, LLC

By: _____
Title:

Attest: _____
Title:

Agreed and accepted as of the 1st day of September, 2011.

SOVEREIGN BANK



By: Ruben Burtay
Title: senior vice President

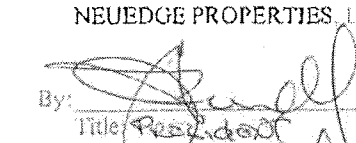
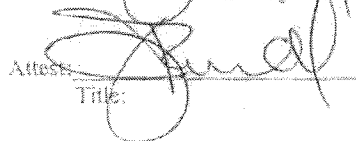
Attest: [Signature]
Title: SVP

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

HENSON COMPANY, INC.
By: 
John J. Burnell, President
Attest: 
Secretary

NEUEDGE PROPERTIES, LLC
By: 
Title: President
Attest: 
Title:

Agreed and accepted as of the 1st day of September, 2011.

SOVEREIGN BANK

By: _____
Title: _____
Attest: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

Patents & Trademarks		Term		Issue		Maintenance Fees		11/29/2010	
		Years		Date		Due			
Matter #		Serial #		Number		Paid		Paid	
Due		Due		Due		Due		Due	
Patents									
Quad Tech	Brute-100	08/394,951	5,504,945	4/6/1996	10/5/1999	12/2/1999	10/4/2003	11/16/2003	7/16/2007
Ultra Maxx	Brute-D1	09/264,810	6,058,516	5/9/2000	11/7/2003	12/12/2003	11/6/2007	4/20/2007	8/18/2011
MM2	Brute-102	29/101,656	D 429,035 S	8/1/2000	none	none	none	none	none
Milan Reversible	Brute-103	10/112,777	6,557,186 B1	5/6/2003	11/3/2006	3/1/2007	11/2/2010	8/14/2014	7/16/2015
Zero-G	Brute-104	10/338,367	6,715,156 B1	4/6/2004	10/5/2007	4/20/2007	10/4/2011	7/12/2016	7/12/2016
Drawstring Cover	Brute-105	11/007,271	7,197,773 B2	4/3/2007	10/17/2010	9/3/2010	9/30/2014		
Drawstring Cover	2406019US1AP	11/206,782							
LE03 Earguard Design	Brute-106	29/254,792	D 548,404 S	8/7/2007	none	none	none	none	none
LE03 Ear Cup Design	Brute-107	29/254,793	D 548,405 S	8/7/2007	none	none	none	none	none
LE03 Ear Pad Design	Brute-108	29/254,794	D 551,809 S	9/25/2007	none	none	none	none	none
Zero G Earguard Design	Brute-109	29/254,790	D 551,393 S	9/18/2007	none	none	none	none	none
Zero G Ear Cup Design	Brute-110	29/254,789	D 547,809 S	7/31/2007	none	none	none	none	none
Zero G Ear Pad Design	Brute-111	29/254,791	D 547,810 S	7/31/2007	none	none	none	none	none
Protective Earguard Covering	2406034US1AD	29/328,888	D 616,609 S	5/25/2010	none	none	none	none	none
Earguard	2406032US1AD	29/328,861	D 622,006 S	8/17/2010	none	none	none	none	none
Lightweight Protective Earguard	2406016US1AP								
Lacrosse Head & Pre-Sewn Net	2406030US1AP								
Lacrosse Shaft Design	2406003US1CD	29/289,770	D 581,474 S	11/25/2008	none	none	none	none	none
Lacrosse Shaft Design	2406003US1BD	29/289,771	D 581,475 S	11/25/2008	none	none	none	none	none
Women's Lacrosse Stick	2406001US1AD	29/305,400	D 589,099 S	3/24/2009	none	none	none	none	none
Shaft for Lacrosse Stick	2406003US1AD	29/289,772	D 589,101 S	3/24/2009	none	none	none	none	none
Shaft for Lacrosse Stick	2406003US1DD	29/289,773	D 589,102 S	3/24/2009	none	none	none	none	none
Lacrosse Shirt & Arm Pad Assembly	2406041US1AP								
Lacrosse Glove Thumb Guard	2406014US1AP								
Lacrosse Stick w/ Plurality of Chambers	2406028US1AV	29/334,097	D 607,069 S	12/29/2009	none	none	none	none	none
Glove w/ flexible cuff w/ integral vent	2406040US2AP								
Glove w/ flexible cuff w/ integral vent	2406041US1AP								
Glove w/ flexible cuff w/ integral vent	2406040CA2AP								
Sports glove w/ 3-D finger portion	2406060US1AP								
Glove w/ a 2 piece wrist guard	2406061US1AP								
Sports glove w/ an elastically joined palm	2406062US1AP								
Glove having enhanced thumb crotch padding	2406063US1AP								
*** Patent application not filed as of 11/29/10 (awaiting designers' signatures)									
Trademarks		Matter #		Serial #		Registration #		Issue Date	
Quad Tech				75/462,097	2,238,936	10	4/13/1999	4/13/2004	4/13/2009
Brute Logo				75/648,994	2,372,347	10	8/1/2000	8/1/2005	8/1/2010
Brute & Design				75/865,755	2,387,976	10	9/19/2000	9/19/2005	9/19/2010
NEUEDGE & Design				78/496,806	2,649,024	10	6/1/2004	6/1/2009	6/1/2014
What Winners Wear!				78/547,090	2,916,990	10	1/11/2005	1/11/2010	1/11/2015
ZERO-G				78/549,553	2,952,778	10	5/17/2005	5/17/2010	5/17/2015
EVAPTECH (Words)				76/596,864	3,318,989	10	10/23/2007	10/23/2012	10/23/2017
EVAPTECH & Design				76/596,865	3,369,812	10	1/15/2008	1/15/2013	1/15/2018
BRUTE NATIONALS & Design				76/643,266	3,137,694	10	9/5/2006	9/5/2011	9/5/2016
MID-SET				77/214,145	3,541,106	10	12/2/2006	12/2/2013	12/2/2018
Bodyflex Armor									
Radical Off-Axis									
Evolve Lacrosse									
Off-Axis									
Evolve Lacrosse & Design									

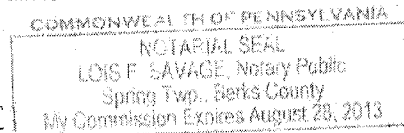
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF BERKS :

On this 1st day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be the President of HENSON COMPANY, INC., a Virginia corporation, and that he as such officer and being authorized to do so, executed the foregoing Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Amended and Restated Trademark and Patent Agreement is the voluntary act of such Corporation, and he desires the same to be recorded as such.

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


Notary Public

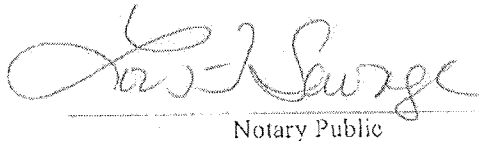


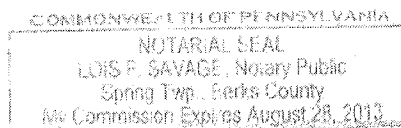
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF BERKS :

On this 1st day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be a Member of NEUEDGE PROPERTIES, L.L.C., a Pennsylvania limited liability company, and that he as such officer and being authorized to do so, executed the foregoing Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law; that the foregoing Amended and Restated Trademark and Patent Agreement is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

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


Notary Public



POWER OF ATTORNEY

HENSON COMPANY, INC. ("Henson"), a Virginia corporation, and NEUEDGE PROPERTIES, LLC ("Neuedge"), a Pennsylvania limited liability company (each a "Grantor", and collectively, the "Grantors"), each hereby authorize SOVEREIGN BANK, a federal savings bank, its successors and assigns, and any officer or agent thereof (collectively, "Lender"), as lender under that certain Amended and Restated Loan and Security Agreement between Lender and Henson dated as of the date hereof and under that certain Amended and Restated Loan and Security Agreement between lender and Neuedge dated as of the date hereof (as amended, restated, supplemented or modified from time to time, collectively, the "Loan Agreements"), following the occurrence and during the continuance of an Event of Default (as defined in the Henson Loan Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Amended and Restated Trademark and Patent Security Agreement between Grantors and Lender dated the date hereof (as amended, restated, supplemented or modified from time to time, the "Amended and Restated Trademark and Patent Security Agreement"), including, without limitation, the power to record each Grantor's interest in any Trademarks or Patents (as defined in the Amended and Restated Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Amended and Restated Trademark and Patent Security Agreement, to use the Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of any Grantor a Trademark or Patent assignment subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreements.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Amended and Restated Trademark and Patent Security Agreement, the Loan Agreements and the other Loan Documents.


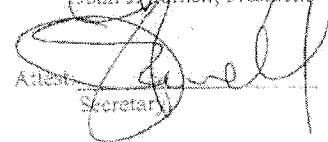
This Power of Attorney shall be irrevocable for the life of the Amended and Restated Trademark and Patent Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]


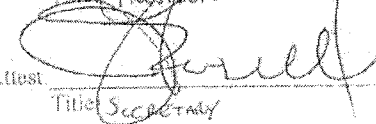
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
the Grantors have caused this Power of Attorney to be executed as of the date stated above.

GRANTORS:

HENSON COMPANY, INC.

By: 
John J. Harnell, President
Attest: 
Secretary

NEEDLEPOINT PROPERTIES, LLC

By: 
Title: Partner
Attest: 
Title: Secretary

Agreed and accepted as of the 1st day of September, 2011.

SOVEREIGN BANK

By: _____
Title: _____

Attest: _____
Title: _____

[SIGNATURE PAGE TO POWER OF ATTORNEY]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
the Grantors have caused this Power of Attorney to be executed as of the date stated above.

GRANTORS:

HENSON COMPANY, INC.

By: _____
John J. Purnell, President

Attest: _____
Secretary

NEUEDGE PROPERTIES, LLC

By: _____
Title:

Attest: _____
Title:

Agreed and accepted as of the 1st day of September, 2011.

SOVEREIGN BANK

By: Robert B. Baskin
Title: SENIOR VICE PRESIDENT

Attest: [Signature]
Title: SVP

[SIGNATURE PAGE TO POWER OF ATTORNEY]

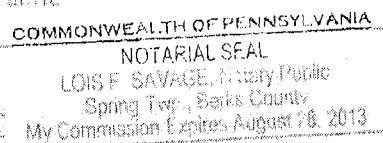
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
 STATE OF PENNSYLVANIA : SS
 COUNTY OF BERKS :

On this 1st day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be the President of HENSON COMPANY, INC., a Virginia corporation, and that he as such officer and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Corporation, and he desires the same to be recorded as such.

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


 Notary Public



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
 STATE OF PENNSYLVANIA : SS
 COUNTY OF BERKS :

On this 1st day of September, 2011, before me personally appeared JOHN W. PURNELL, who acknowledged himself to be a Member of NEUEDGE PROPERTIES, I.L.C., a Pennsylvania limited liability company, and that he as such officer and being authorized to do so, executed the foregoing Power of Attorney for the purposes therein pursuant to the authority vested in him by law; that the foregoing Power of Attorney is the voluntary act of such Limited Liability Company, and he desires the same to be recorded as such.

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 Notary Public

