

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the erroneous inclusion of SCHWABPLAN, Reg. No. 2065190 in submission previously recorded on Reel 003463 Frame 0167. Assignor(s) hereby confirms the Release of Trademark Security Agreement.			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Merrill Lynch Business Financial Services Inc. acting through its division Merrill Lynch Capital		09/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Classic Sport Companies, Inc.			
Street Address:	10955 Westmoor Drive			
City:	Westminster			
State/Country:	COLORADO			
Postal Code:	80021			
Entity Type:	CORPORATION: COLORADO			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2065190	SCHWABPLAN	
CORRESPONDENCE DATA				
Fax Number:	9177774104			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-735-4104			
Email:	mmcguire@skadden.com			
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP			
Address Line 1:	Four Times Square			
Address Line 2:	Attn: Bruce Goldner			
Address Line 4:	New York, NEW YORK 10036			
ATTORNEY DOCKET NUMBER:	962000/211			

CH \$40.00 2065190

NAME OF SUBMITTER:	Bruce Goldner
Signature:	/Bruce Goldner/
Date:	04/19/2012
Total Attachments: 8 source=assignment-tm-3643-0167#page1.tif source=assignment-tm-3643-0167#page2.tif source=assignment-tm-3643-0167#page3.tif source=assignment-tm-3643-0167#page4.tif source=assignment-tm-3643-0167#page5.tif source=assignment-tm-3643-0167#page6.tif source=assignment-tm-3643-0167#page7.tif source=assignment-tm-3643-0167#page8.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Business Financial Services Inc. acting through its division Merrill Lynch Capital		09/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Classic Sport Companies, Inc.
Street Address:	10955 Westmoor Drive
City:	Westminster
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1128204	LIFESAVER
Registration Number:	1128206	BTB
Registration Number:	1128862	MIKE MINDER
Registration Number:	2023034	COUNTERSORB
Registration Number:	2065190	SCHWABPLAN
Registration Number:	2542809	GENERASIAN
Serial Number:	74383726	CLASSIC SPORT
Serial Number:	75627243	SURF & TURF
Serial Number:	75648514	FOR ALL THE WAYS YOU PLAY
Serial Number:	75779800	C.B.C. CLASSIC BALL COMPANY
Serial Number:	75779802	444
Serial Number:	75779804	111 MINI SERIES
Serial Number:	75779805	COMPOSITECH

CH \$590.00 1128204

Serial Number:	75779808	222
Serial Number:	75848513	THE GOOD IN SPORTS
Serial Number:	76026154	OLD SCHOOL
Serial Number:	78081947	OLD SCHOOL
Serial Number:	78083844	CLASSIC SPORT
Serial Number:	78104997	LET'S PLAY DAD
Serial Number:	78119923	BEAT THE RUSH
Serial Number:	78138890	
Serial Number:	78251068	SOLITUDE
Serial Number:	78265297	FIVE POINT

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: esakur@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Jennifer Ward
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	082530/7
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	10/19/2007

Total Attachments: 6
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of September 28, 2007 by Merrill Lynch Business Financial Services Inc., acting through its division Merrill Lynch Capital, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantor**") in favor of Classic Sport Companies, Inc., a Colorado corporation ("**Grantee**"):

WITNESSETH

WHEREAS, Sportcraft, Ltd., Grantor and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of March 29, 2005 (as amended, restated, reaffirmed, supplemented, or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantee is a party to that certain Joinder Agreement dated as of April 18, 2007 in favor of Grantor pursuant to which Grantee joined that certain Security Agreement dated as of October 1, 2003 in favor of Grantor (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement, Grantee granted to Grantor, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of Grantee including all right, title and interest of Grantee in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantee's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantee under the Financing Documents; and

WHEREAS, in connection with the Security Agreement, Grantee and Grantor entered into a certain Trademark Security Agreement, dated as of April 18, 2007, which was recorded with the United States Patent and Trademark Office on 5/2/2007 at reel 003533, frame 0293.

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, Grantee hereby agrees with Grantor as follows:

1. **Definitions.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

The term "Trademark Collateral" as used herein shall mean Grantee's entire right, title and interest in and to the following, whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark (as defined in the Security Agreement) listed on Schedule 1 annexed hereto, 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 foregoing, including, without limitation, any claim by Grantee against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Release of Security Interests. Grantor, on behalf of itself and the Lenders hereby terminates, releases and discharges its lien on, security interest in, and right of set off against the Trademark Collateral and any and all rights, title, or interest of Grantor in the Trademark Collateral shall hereby revert to Grantee.

3. Further Assurances. Grantor shall, at the sole cost and expense of Grantee, execute and deliver to Grantee all further releases and other documents, and take all such other actions necessary or reasonably desirable for the release of such lien, security interest, and reversion to Grantee pursuant to Section 2 hereof.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF ILLINOIS.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above:

**MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC.**, acting
through its division Merrill Lynch
Capital, as Agent and Grantor

By: 
Name: **Mike Kriz**
Title: **Vice President**

Agreed and Accepted
As of the Date First Written Above

CLASSIC SPORT COMPANIES, INC.,

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above:

**MERRILL LYNCH BUSINESS
FINANCIAL SERVICES, INC.**, acting
through its division of Merrill Lynch Capital,
as Agent and Grantor

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

CLASSIC SPORT COMPANIES, INC.

By:  _____
Name: Mr. Frank Ginolfi
Title: Chief Financial Officer, Treasurer and Secretary

*Release of Trademark Security Agreement—Merrill Lynch Business Financial Services, Inc./Classic Sport
Companies, Inc.*

TRADEMARK
REEL: 004761 FRAME: 0174

SCHEDULE 1

See attached.

4 15 Classic Trademarks.xls

IMATTERNO	TMARK	FILE	APPNO	REG	REGNO	STATUS
43108.0003	444	12-Aug-99	75/779,802	13-Mar-01	2434784	REGISTERED
43108.0005	111 MINI SERIES	12-Aug-99	75/779,804	13-Mar-01	2434785	REGISTERED
43108.0008	COMPOSITECH	12-Aug-99	75/779,805	02-Jan-01	2417221	REGISTERED
43108.0009	22Z	12-Aug-99	75/779,808	23-Jan-01	2422979	REGISTERED
43108.001	C.B.C. CLASSIC BALL COMPANY	12-Aug-99	75/779,800	02-Jan-01	2417220	REGISTERED
43108.003	CLASSIC SPORT & DESIGN	22-Jan-02	1128206	29-Mar-06	661767	REGISTERED
43108.0031	LET'S PLAY DAD	26-Jan-02	78/104,987	15-Mar-05	2833910	REGISTERED
43108.0032	LET'S PLAY DAD	26-Jan-02	1128862			ABANDONED
43108.0038	CLASSIC SPORT (Stylized and design)	18-Jul-02	824732570			PENDING
43108.004	OLD SCHOOL	05-Jul-02	824688643			PENDING
43108.840002.010	OLD SCHOOL	22-Jan-02	1128204			ABANDONED
43108.840010.000	CLASSIC SPORT	28-Apr-93	74/383,726	08-Jul-96	1985952	REGISTERED
43108.840010.001	CLASSIC SPORT	15-Nov-99	75/648,514	25-Feb-03	2689661	REGISTERED
43108.840010.020	CLASSIC SPORT	04-Apr-02	541781	12-Dec-02	773150	REGISTERED
43108.840010.750	CLASSIC SPORT		908438			ABANDONED
43108.840010.960	CLASSIC SPORT (design)	02-Jan-01	2023034	18-Feb-02	2023034	REGISTERED
43108.840010.961	CLASSIC SPORT (design)	25-Jan-01	2069190	23-Mar-02	2056180	REGISTERED
43108.840011.000	THE GOOD IN SPORTS	16-Nov-99	75/648,513	16-Oct-01	2497876	REGISTERED
43108.840012.000	OLD SCHOOL	17-Apr-00	76/026,154	23-Apr-02	2664406	REGISTERED
43108.840012.020	OLD SCHOOL	04-Apr-02	541782	28-Apr-02	743824	REGISTERED
43108.840012.750	OLD SCHOOL	04-Apr-02	808439	04-Apr-02	808438	REGISTERED
43108.840012.960	OLD SCHOOL	04-Apr-02	2642809	04-Apr-02	2642809	REGISTERED
43108.840013.000	SURF & TURF	26-Jan-99	75/627,243	01-Feb-00	2314462	ABANDONED
43108.840014.000	OLD SCHOOL	30-Aug-01	78/081,847	21-Sep-04	2687438	REGISTERED
43108.840015.000	CLASSIC SPORT stylized and/or with design	13-Sep-01	78/083,844	30-Sep-03	2770295	REGISTERED
43108.840017.000	BEAT THE RUSH	06-Apr-02	78/118,923	10-Jun-03	2728037	REGISTERED
43108.840018.000	AT THE BUZZER	23-Apr-02	78/123,623	26-Oct-04	2896033	REGISTERED
43108.840019.000	BOOMERANG	28-Jun-02	78/138,890	17-Aug-04	2873585	REGISTERED
43108.840020.US0	ELECTRIX	16-May-03	78/251,688			ABANDONED
43108.840021.US0	FIVE POINT	20-Jan-03	78/285,297			ABANDONED

TRADEMARK

RECORDED: 04/19/2012

REEL: 004761 FRAME: 0176