

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
Bauer Sweep Acquisition Canada Inc.		10/16/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	123 Front Street West, Suite 1400
City:	Toronto
State/Country:	CANADA
Entity Type:	Unlimited Liability Company: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3003190	INARIA
Registration Number:	3016638	I
Serial Number:	85362863	INARIA
Serial Number:	85362860	INARIA
Serial Number:	85362856	

CORRESPONDENCE DATA

Fax Number: 3125778307
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8307
 Email: latiffany.brown@kattenlaw.com
 Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm
 Address Line 1: 525 West Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-286
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CH \$140.00 3003190

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	10/26/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2012, is made by Bauer Sweep Acquisition Canada Inc. (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, and the Canadian 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 Corp., as the Canadian Borrower, Bauer Hockey, Inc. as the US Borrower (and together with the Grantor, the "Borrowers"), the Lenders and the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, General Electric Capital Corporation as US Agent for the US Lenders (and together with the Canadian Agent, the "Agents"), US L/C Issuer and US Swingline Lender, and GE Canada as Canadian Agent for the Canadian Lenders, Canadian L/C Issuer and Canadian Swingline Lender (collectively, the "Canadian Secured Parties"), as amended and restated by the Amended and Restated Credit Agreement dated as of March 10, 2011, as amended by a first amendment to the amended and restated credit agreement dated as of December 20, 2011 and further amended by a second amendment to the amended and restated credit agreement dated as of June 20, 2012 (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 Guarantee and Security Agreement dated as of April 16, 2008 in favor of the Canadian Agent (the "Guarantee and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement for purposes of filing the same with the Canadian Intellectual Property Office;

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 Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security 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 Canadian Agent for the benefit of the Canadian Secured Parties, and grants to the Canadian Agent for the benefit of itself and the Canadian 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 Canadian Intellectual Property Office, 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 Canadian Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security 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 laws of the Province of Ontario and the laws of Canada applicable therein.

MT DOCS 11820357v2

TRADEMARK
REEL: 004889 FRAME: 0489

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,

**BAUER SWEEP ACQUISITION CANADA
INC., as Grantor**

By: 
Name: Michael J. Wall
Title: V.P., General Counsel + Secretary

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____
Name:
Title:

MT DOCS 11820357

TRADEMARK
REEL: 004889 FRAME: 0490

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,

**BAUER SWEEP ACQUISITION CANADA
INC., as Grantor**

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written.

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent


By: 
Name: _____
Title: **ITALO FORTINO**
DULY AUTHORIZED SIGNATORY

MT DOCS 11820367



Schedule 1

Trademarks

Trademarks:

Trademark	Filing Date	Registration Date and Registration Number	Country
INARIA	Apr 9 th , 2002	May 18 th , 2004 TMA610607	Canada
	September 30, 2002	October 4, 2005 3003190	U.S.A.
	April 9 th , 2002	May 19 th , 2004 TMA610731	Canada
	September 30, 2002	November 22, 2005 3016638	U.S.A.

Trademark Applications:

Trademark	Filing Date and Application/Serial Number	Country
INRIN	June 8, 2011 App. No.: 1530914	Canada
	July 5, 2011 Serial No.: 85362863	U.S.A.
	June 8, 2011 App. No.: 1530915	Canada
	July 5, 2011 Serial No.: 85362860	U.S.A.
	June 8, 2011 App. No.: 1530921	Canada
	July 5, 2011 Serial No.: 85362856	U.S.A.

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