

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
Sport Helmets, Inc.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Canadian Agent		
Street Address:	123 Front Street, Suite 1400		
City:	Toronto		
State/Country:	CANADA		
Entity Type:	Unlimited Liability Company: CANADA		
Name:	General Electric Capital Corporation, as US Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3177076	I PRO	
Registration Number:	2923430	CPX	
Registration Number:	2866570	IRIS	
Registration Number:	2163794	C	
Registration Number:	2134634	C	
Registration Number:	2513634		
Registration Number:	2068695	CASCADE	
Registration Number:	4119962		
Registration Number:	4119963		

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Registration Number:	4119964	
Registration Number:	4119965	
Registration Number:	4119966	
Registration Number:	4119967	
Registration Number:	4119968	
Registration Number:	4119969	
Registration Number:	4116622	
Registration Number:	4116623	
Registration Number:	4116624	
Registration Number:	4116625	
Registration Number:	4116626	

CORRESPONDENCE DATA

Fax Number: 3129021061

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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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	LaTiffany Brown
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Signature:	/LaTiffany Brown/
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Date:	10/31/2012
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Total Attachments: 7
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TRADEMARK
REEL: 004891 FRAME: 0181

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2012, is made by Sport Helmets, Inc., a Delaware corporation (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, the Canadian L/C Issuer (each as defined in the Credit Agreement referred to below) and General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent"; and together with the Canadian Agent, the "Agents") for the US Lenders, US L/C Issuer and US Swingline Lender (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of March 10, 2011 (as the same has been and may hereafter be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among Bauer Hockey Corp. (as successor by way of amalgamation to KBAU Acquisition Canada, Inc. and formerly known as Nike Bauer Hockey Corp.), as the Canadian Borrower, Bauer Hockey, Inc. (as successor by way of merger to KBAU Holdings US, Inc. and formerly known as Nike Bauer Hockey U.S.A., Inc.), as the US Borrower (and together with the Canadian Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, GE Canada, the Agents, GE Capital, the US Swingline Lender and initial US L/C Issuer 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 Joinder Agreement dated as of the date hereof, to become a party to that certain Guaranty and Security Agreement dated as of April 16, 2008 in favor of the Agents (collectively, the "Guaranty and Security Agreement"), and to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty 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 United States Patent and Trademark Office and 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 fourth amendment to Credit Agreement dated as of the date hereof and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Agents as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty 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 Agents for the benefit of the Secured Parties, and grants to the Agents 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 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 intent-to-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 intent-to-use trademark application under applicable federal law, until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark 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 Agents pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agents with respect to the security interest in the Trademark Collateral made and granted hereby 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.

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.

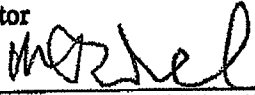
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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,

SPORT HELMETS, INC., a Delaware corporation,
as Grantor

By: 
Name: Michael J. Wall
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____
Name:
Title:

Trademark Security Agreement -- Sport Helmets

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,

SPORT HELMETS, INC., a Delaware corporation,
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

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____
Name:
Title:

Trademark Security Agreement – Sport Helmets

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,

SPORT HELMETS, INC., a Delaware corporation,
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:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: *Daniel J. Landis*
Name: Daniel J. Landis
Title: Duty Authorized Signatory

Trademark Security Agreement - Sport Helmets

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
Sport Helmets, Inc.	I PRO	78794830	1/19/06	3177076	11/28/06
Sport Helmets, Inc.	CPX	78366695	2/12/04	2923430	2/1/05
Sport Helmets, Inc.	IRIS	78185569	11/15/02	2866570	7/27/04
Sport Helmets, Inc.	C and Design	75279004	4/22/97	2163794	7/9/98
Sport Helmets, Inc.	C and Design	75279135	4/22/97	2134634	2/3/98
Sport Helmets, Inc.	Design only	75261595	3/20/97	2513634	12/4/01
Sport Helmets, Inc.	CASCADE	75020602	11/14/95	2068695	6/10/97
Sport Helmets, Inc.	Design only	77807645	8/19/09	4119962	4/3/12
Sport Helmets, Inc.	Design only	77807647	8/19/09	4119963	4/3/12
Sport Helmets, Inc.	Design only	77807649	8/19/09	4119964	4/3/12
Sport Helmets, Inc.	Design only	77807652	8/19/09	4119965	4/3/12
Sport Helmets, Inc.	Design only	77807654	8/19/09	4119966	4/3/12
Sport Helmets, Inc.	Design only	77807660	8/19/09	4119967	4/3/12
Sport Helmets, Inc.	Design only	77807667	8/19/09	4119968	4/3/12
Sport Helmets, Inc.	Design only	77807671	8/19/09	4119969	4/3/12
Sport Helmets, Inc.	Design only	77788722	7/24/09	4116622	3/27/12
Sport Helmets, Inc.	Design only	77788757	7/24/09	4116623	3/27/12
Sport Helmets, Inc.	Design only	77788875	7/24/09	4116624	3/27/12
Sport Helmets, Inc.	Design only	77788908	7/24/09	4116625	3/27/12
Sport Helmets, Inc.	Design only	77788929	7/24/09	4116626	3/27/12

2. TRADEMARK APPLICATIONS

None.