

## 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
BPS Diamond Sports Corp.		05/03/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Canadian Agent		
Street Address:	123 Front Street West, Suite 1400		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2M2		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2851390	COMBAT	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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TRADEMARK

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	05/06/2013
<b>Total Attachments: 8</b> source=CDN - Trademark Security Agreement#page1.tif source=CDN - Trademark Security Agreement#page2.tif source=CDN - Trademark Security Agreement#page3.tif source=CDN - Trademark Security Agreement#page4.tif source=CDN - Trademark Security Agreement#page5.tif source=CDN - Trademark Security Agreement#page6.tif source=CDN - Trademark Security Agreement#page7.tif source=CDN - Trademark Security Agreement#page8.tif	

## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 3, 2013, is made by BPS Diamond Sports Corp. (the "Grantor"), in favour 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 amended and restated credit agreement dated as of May 10, 2011, as amended by a first amendment to the amended and restated credit agreement dated as of December 20, 2011, as 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") among Bauer Hockey Corp., as the Canadian Borrower, Bauer Hockey, Inc. as the US Borrower (and together with Bauer Hockey Corp., 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"), 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 (as amended, restated, supplemented and/or modified from time to time, the "Guarantee and Security Agreement"), to guarantee 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 and the L/C Issuers to continue 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.

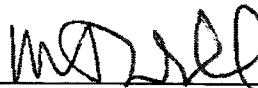
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

**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,

**BPS DIAMOND SPORTS CORP.**, as Grantor

By: 

Name: Michael J. Wall

Title: Vice President, General Counsel and Secretary

**ACCEPTED AND AGREED**

as of the date first above written:

**GE CANADA FINANCE HOLDING COMPANY**,  
as Canadian Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

MT DOCS 12413199

**TRADEMARK**  
**REEL: 005021 FRAME: 0171**

**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,

**BPS DIAMOND SPORTS CORP.**, 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:

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

MT DOCS 12413199

**TRADEMARK**  
**REEL: 005021 FRAME: 0172**

Schedule 1

**Registered U.S. Trademarks**

Trade Mark:	Owner of Record:	Filing Date:	App. No:	Reg. Date:	Reg. No:	Wares/Services
COMBAT	Combat Sports Inc.	28-12-2001	76/354,093	08-06-2004	2,851,390	28: BASEBALL BATS.

**Registered Canadian Trademarks**


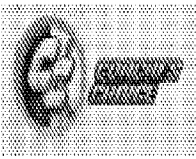
Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Wares/Services
COMBAT	1,259,297 30-MAY-2005	TMA672,752 15-SEP-2006	BPS Diamond Sports Corp.	Wares: SPORTING GOODS, NAMELY BASEBALL BATS; ATHLETIC EQUIPMENT BAGS, NAMELY BASEBALL BAT BAGS, KNAPSACKS AND ALL PURPOSE SPORTS BAGS; CLOTHING, NAMELY BASEBALL CAPS AND HATS, TEE SHIRTS; SPORTING GOODS, NAMELY BASEBALL BATTING GLOVES; PLAYER REPRESENTATIVE SALES PROGRAM MARKETING KITS, NAMELY MARKETING KITS CONSISTING OF SAMPLE BASEBALL BATS, T-SHIRTS, BASEBALL CAPS AND HATS, PLAYER REPRESENTATIVE IDENTIFICATION CARDS AND LITERATURE RELATING TO THE PLAYER REPRESENTATIVE SALES PROGRAM, NAMELY ORDER FORMS AND PRINTED FORMS, INFORMATIONAL BROCHURES AND PAMPHLETS; SPORTING GOODS, NAMELY SOFTBALLS, AND

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Wares/Services
				<p>BASEBALL BAT WARMERS.</p> <p>Services:  OPERATION OF A RETAIL BUSINESS SELLING SPORTING GOODS, ATHLETIC EQUIPMENT AND CLOTHING; OPERATION OF A PLAYER REPRESENTATIVE SALES PROGRAM PROVIDING AN OPPORTUNITY, SUPPORT AND ASSISTANCE FOR INDIVIDUAL PLAYERS TO BECOME INVOLVED IN THE SALE AND DISTRIBUTION OF SPORTING GOODS, ATHLETIC EQUIPMENT AND CLOTHING; OPERATION OF A SPORTS LEAGUE ASSOCIATION AFFILIATE FUND-RAISING PROGRAM PROVIDING AN OPPORTUNITY, SUPPORT AND ASSISTANCE TO SPORTS LEAGUE ASSOCIATIONS TO BECOME INVOLVED IN THE SALE AND DISTRIBUTION OF SPORTING GOODS, ATHLETIC EQUIPMENT AND CLOTHING FOR THE PURPOSES OF RAISING FUNDS FOR THE SPORTS LEAGUE ASSOCIATION.</p>
TUNDRA	1,160,725 29-NOV-2002	TMA627,999 08-DEC-2004	BPS Diamond Sports Corp.	WARES:  HOCKEY STICKS AND HOCKEY STICK BLADES.
BALLISTIK	1,098,996	TMA617,821	BPS Diamond Sports Corp.	WARES: SPORTS EQUIPMENT, NAMELY, ICE HOCKEY



Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Wares/Services
	09-APR-2001	27-AUG-2004		STICKS.

**Common Law Trade-Marks:**

COMBAT
C Design 
COACHES CHOICE & Design 
FACEOFF
DERBY GIRLS
DERBY BOYS
LISA FERNANDES
FOR PLAYERS BY PLAYERS

MT DOCS 12413199v4

CALIBER
CAL
B1
B2
B3
B4
GRIFTER
BACKBONE
MORPHED
AVARICE
PURE
BEDROCK C
CENTENARIAN

MT DOCS 12413199v4