

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		06/25/2013	Bank: CANADA
RECEIVING PARTY DATA			
Name:	BSN SPORTS, INC. (F/K/A Sport Supply Group, Inc.)		
Street Address:	1901 Diplomat		
City:	Farmers Branch		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3745796	GSC	
Serial Number:	77830171	COLLEGIATE PACIFIC	
Registration Number:	3421465	GAMECRAFT	
Registration Number:	3426253	TOMARK	
Registration Number:	3795882	CHAMPION BARBELL	
Registration Number:	3793364	C CHAMPION BARBELL	
Registration Number:	3291343	PRO DOWN	
Registration Number:	3105665	PORT-A-PIT	
Registration Number:	2447836	MARK 1	
Registration Number:	2431716	MARK 1	
Registration Number:	3453580	MARK 1	
Registration Number:	2473322	BSN	
Registration Number:	2425244	FUNNETS	
Registration Number:	2499731	PASSON'S SPORTS	

Registration Number:	2430822	SSG
Registration Number:	2778839	SPORT SUPPLY GROUP, INC.
Registration Number:	2299816	ROLL-N-FOLD
Registration Number:	2052751	MULTIFIT SYSTEM
Registration Number:	1998854	NEW ENGLAND CAMP AND RECREATION
Registration Number:	1965771	GAMECRAFT
Registration Number:	2002107	THE HEART ADVENTURE
Registration Number:	1949588	BRUTE FORCE
Registration Number:	1934630	ULTIMAT
Registration Number:	1845758	COLOR MY CLASS
Registration Number:	1847722	QUICK-FENCE
Registration Number:	1906667	WAFFLE
Registration Number:	1880726	BULLDOG
Registration Number:	1909693	PRO-DOWN
Registration Number:	1870846	THE ATHLETIC CONNECTION
Registration Number:	1739140	VOLLEY TRAINER
Registration Number:	1410733	PROBASE
Registration Number:	1262511	ALUMAGOAL
Registration Number:	1223595	PILLO POLO
Registration Number:	1246494	U.S. GAMES
Registration Number:	1223594	TOPPLEBALL
Registration Number:	1198106	BSN
Registration Number:	1055596	TIDI-COURT
Registration Number:	1030600	ROL-DRI
Registration Number:	0394740	GOLD MEDAL
Registration Number:	0972790	CURVEMASTER
Registration Number:	0800268	PORT-A-PIT
Registration Number:	0738205	FLAG-A-TAG
Registration Number:	3779805	E SPORTSONLINE.COM
Registration Number:	4200445	SPORTS COOL

CORRESPONDENCE DATA

Fax Number: 3172317433

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

Phone: 3172361313

TRADEMARK
REEL: 005056 FRAME: 0030

Email:	dwong@btlaw.com
Correspondent Name:	David A.W. Wong, Barnes & Thornburg LLP
Address Line 1:	11 South Meridian Street
Address Line 4:	Indianapolis, INDIANA 46204-3535
ATTORNEY DOCKET NUMBER:	2799-245
NAME OF SUBMITTER:	David A.W. Wong
Signature:	/dwong/
Date:	06/25/2013
Total Attachments: 5 source=BSN Trademark Release#page1.tif source=BSN Trademark Release#page2.tif source=BSN Trademark Release#page3.tif source=BSN Trademark Release#page4.tif source=BSN Trademark Release#page5.tif	

RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), is granted and conveyed as of this 25th day of June, 2013, by THE BANK OF NOVA SCOTIA, as administrative agent (the “Agent”), in favor of BSN SPORTS, INC. (formerly Sport Supply Group, Inc.), a Delaware corporation (the “Obligor”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of August 5, 2010 (the “Security Agreement”), the Obligor granted to the Agent, for the benefit of the Secured Creditors, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Collateral Agreement, dated as of August 5, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligor’s right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the “Security Interests”), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 5, 2010 at Reel 4255/Frame 0504;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent’s Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent’s release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term “Trademark Collateral,” as used herein, shall mean (a) all of the Obligor’s right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

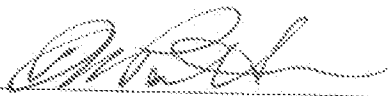
2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE BANK OF NOVA SCOTIA,
as Agent

By: 
Name: David Patterson
Title: Director


Heather Meldrum
Associate

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE I**TRADEMARKS**

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
GSC	BSN Sports, Inc.	United States	77493308	06-06-2008	3745796	02-09-2010
COLLEGIATE PACIFIC	BSN Sports, Inc.	United States	77830171	09-18-2009		
GAMECRAFT	BSN Sports, Inc.	United States	77103599	02-09-2007	3421465	05-06-2008
TOMARK	BSN Sports, Inc.	United States	77266620	08-28-2007	3426253	05-13-2008
CHAMPION BARBELL	BSN Sports, Inc.	United States	76494960	02-28-2003	3795882	06-01-2010
C CHAMPION BARBELL and Design	BSN Sports, Inc.	United States	76494961	02-28-2003	3793364	05-25-2010
PRO DOWN	BSN Sports, Inc.	United States	76629171	01-28-2005	3291343	09-11-2007
PORT-A-PIT	BSN Sports, Inc.	United States	76622900	12-02-2004	3105665	06-20-2006
MARK 1 and Design	BSN Sports, Inc.	United States	76017561	04-04-2000	2447836	05-01-2001
MARK 1	BSN Sports, Inc.	United States	76017560	04-04-2000	2431716	02-27-2001
MARK 1 (Stylized)	BSN Sports, Inc.	United States	77330822	11-15-2007	3453580	06-24-2008
BSN	BSN Sports, Inc.	United States	76015737	04-03-2000	2473322	07-31-2001
FUNNETS	BSN Sports, Inc.	United States	75927011	02-23-2000	2425244	01-30-2001
PASSON'S SPORTS	BSN Sports, Inc.	United States	75901524	01-24-2000	2499731	10-23-2001
SSG	BSN Sports, Inc.	United States	75701376	05-06-1999	2430822	02-27-2001
SPORT SUPPLY GROUP, INC.	BSN Sports, Inc.	United States	75701100	05-10-1999	2778839	11-04-2003
ROLL-N-FOLD	BSN Sports, Inc.	United States	75558703	09-22-1998	2299816	12-14-1999
MULTIFIT SYSTEM	BSN Sports, Inc.	United States	75113872	06-04-1996	2052751	04-15-1997
GAMECRAFT	BSN Sports, Inc..	United States	74682812	06-02-1995	1965771	04-02-1996
NEW ENGLAND CAMP AND RECREATION	BSN Sports, Inc.	United States	74655732	04-04-1995	1998854	09-03-1996
THE HEART ADVENTURE	BSN Sports, Inc.	United States	74513629	04-18-1994	2002107	09-24-1996
BRUTE FORCE	BSN Sports, Inc.	United States	74513305	04-18-1994	1949588	01-16-1996

Trademark	Registered Owner	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
ULTIMAT	BSN Sports, Inc.	United States	74436295	09-16-1993	1934630	11-14-1995
COLOR MY CLASS	BSN Sports, Inc.	United States	74436294	09-16-1993	1845758	07-19-1994
QUICK-FENCE	BSN Sports, Inc.	United States	74436290	09-16-1993	1847722	08-02-1994
WAFFLE	BSN Sports, Inc.	United States	74433241	09-07-1993	1906667	07-18-1995
BULLDOG	BSN Sports, Inc.	United States	74432607	09-07-1993	1880726	02-28-1995
PRO-DOWN	BSN Sports, Inc.	United States	74432160	09-07-1993	1909693	08-08-1995
THE ATHLETIC CONNECTION	BSN Sports, Inc.	United States	74293047	07-09-1992	1870846	12-27-1994
VOLLEY TRAINER	BSN Sports, Inc.	United States	74168987	05-22-1991	1739140	12-08-1992
PROBASE (Stylized)	BSN Sports, Inc.	United States	73585209	02-28-1986	1410733	09-23-1986
ALUMAGOAL	BSN Sports, Inc.	United States	73356631	03-26-1982	1262511	12-27-1983
PILLO POLO	BSN Sports, Inc.	United States	73352956	12-14-1981	1223595	01-11-1983
U.S. GAMES	BSN Sports, Inc.	United States	73352955	12-14-1981	1246494	07-26-1983
TOPPLEBALL	BSN Sports, Inc.	United States	73352954	12-14-1981	1223594	01-11-1983
BSN	BSN Sports, Inc.	United States	73316908	06-29-1981	1198106	06-15-1982
TIDI-COURT	BSN Sports, Inc.	United States	73078419	02-26-1976	1055596	01-04-1977
ROL-DRI	BSN Sports, Inc.	United States	73047869	03-27-1975	1030600	01-20-1976
GOLD MEDAL	BSN Sports, Inc.	United States	71445660	07-26-1941	0394740	04-28-1942
CURVEMASTER and Design	BSN Sports, Inc.	United States	72430346	08-11-1972	0972790	11-13-1973
PORT-A-PIT	BSN Sports, Inc.	United States	72210670	01-26-1965	0800268	12-14-1965
FLAG-A-TAG	BSN Sports, Inc.	United States	72132662	11-24-1961	0738205	09-25-1962
ESPORTSONLINE.COM and Design	BSN Sports, Inc.	United States	75732811	05-04-2009	3779805	04/27/2010
SPORTS COOL	BSN Sports, Inc.	United States	77929245	02-05-2010	4200445	09-04-2012