

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|-------------------------------------|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ABG-Sportcraft, LLC | | 06/28/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | KeyBank National Association | | |
| Street Address: | 127 Public Square | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1491986 | | |
| Registration Number: | 0708372 | SPORTCRAFT | |
| Registration Number: | 1258331 | | |
| Registration Number: | 1275369 | PUB MASTER | |
| Registration Number: | 1280819 | TAVERNER | |
| Registration Number: | 1678702 | MAGIC MITTS | |
| Registration Number: | 2074815 | TURBO | |
| Registration Number: | 2264871 | LIVE TO PLAY. PLAY TO WIN. | |
| Registration Number: | 3881175 | S | |
| Registration Number: | 2976106 | TURBO HOCKEY | |
| Registration Number: | 3529355 | MARATHON | |
| Registration Number: | 3986874 | GRIP-IRON | |
| Registration Number: | 3851276 | KWIK-HANG | |
| Registration Number: | 3938143 | DOOR JAMZ | |

TRADEMARK

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| Registration Number: | 2987486 | KT SPORTS |
| Registration Number: | 2501728 | KT SPORTS |

CORRESPONDENCE DATA

Fax Number: 8322393600

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

Phone: 832-239-3828

Email: aliou@JonesDay.com, pcyingier@jonesday.com

Correspondent Name: H. Albert Liou

Address Line 1: 717 Texas Avenue, Suite 3300

Address Line 2: JONES DAY

Address Line 4: Houston, TEXAS 77002

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| ATTORNEY DOCKET NUMBER: | 601755-185043-SPRTCRT/KEY |
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| NAME OF SUBMITTER: | H. Albert Liou |
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| Signature: | /H. Albert Liou/ |
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| Date: | 07/25/2013 |
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between ABG-Sportcraft, LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral");

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

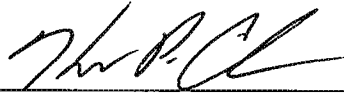
Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG-SPORTCRAFT, LLC

By: 

Name: Kevin Clarke

Title: Secretary, CFO & COO of ABG Intermediate Holdings 2 LLC, sole member of ABG-Sportcraft, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

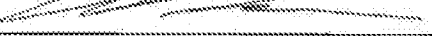
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG-SPORTCRAFT, LLC

By: _____
Name: Kevin Clarke
Title: Secretary, CFO & COO of ABG
Intermediate Holdings 2 LLC,
sole member of ABG-Sportcraft,
LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Ari Deutchman
Title: Vice President

Schedule A

to Trademark Security Agreement

| Trademark | Application No. | Application Date | Registration No. | Registration Date |
|----------------------------|-----------------|------------------|------------------|-------------------|
| (Device Only) | 73638407 | 5-Jan-87 | 1491986 | 14-Jun-88 |
| SPORTCRAFT | 72093919 | 29-Mar-60 | 0708372 | 13-Dec-60 |
| (Device Only) | 73328706 | 18-Sep-81 | 1258331 | 22-Nov-83 |
| PUB MASTER | 73419750 | 1-Apr-83 | 1275369 | 24-Apr-84 |
| TAVERNER | 73419340 | 30-Mar-83 | 1280819 | 5-Jun-84 |
| MAGIC MITTS | 74158225 | 18-Apr-91 | 1678702 | 10-Mar-92 |
| TURBO | 74521027 | 9-May-94 | 2074815 | 1-Jul-97 |
| LIVE TO PLAY. PLAY TO WIN. | 75499987 | 10-Jun-98 | 2264871 | 27-Jul-99 |
| S | 77813765 | 27-Aug-09 | 3881175 | 23-Nov-10 |
| TURBO HOCKEY | 78424316 | 25-May-04 | 2976106 | 26-Jul-05 |
| MARATHON | 78980539 | 16-Mar-05 | 3529355 | 4-Nov-08 |
| GRIP-IRON | 85019668 | 21-Apr-10 | 3986874 | 28-Jun-11 |
| KWIK-HANG | 77779315 | 13-Jul-09 | 3851276 | 21-Sep-10 |
| DOOR JAMZ | 85151298 | 13-Oct-10 | 3938143 | 29-Mar-11 |
| KT SPORTS | 78420451 | 18-May-04 | 2987486 | 23-Aug-05 |
| KT SPORTS | 76051347 | 18-May-00 | 2501728 | 30-Oct-01 |