

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in United States Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bauer Performance Lacrosse Inc.		04/15/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street
Internal Address:	14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2134634	C
Registration Number:	2513634	
Registration Number:	2923430	CPX
Registration Number:	2866570	IRIS
Registration Number:	2163794	C
Registration Number:	2068695	CASCADE
Registration Number:	4119969	
Registration Number:	4119968	
Registration Number:	4119967	
Registration Number:	4119966	
Registration Number:	4119965	
Registration Number:	4119964	
Registration Number:	4119963	
Registration Number:	4119962	
Registration Number:	4116626	
Registration Number:	4116625	
Registration Number:	4116624	
Registration Number:	4116623	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4116622	
Registration Number:	3345607	WONDER BOY
Registration Number:	3881725	MAVERIK LACROSSE
Registration Number:	3655902	MAVERIK LACROSSE
Registration Number:	3938300	MAV
Registration Number:	3911414	SHARK GEL
Registration Number:	3541154	MAVERIK BIG TIME
Registration Number:	3752656	
Serial Number:	85103051	WONDERGIRL

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149429
NAME OF SUBMITTER:	Katherine Stewart
SIGNATURE:	/Katherine Stewart/
DATE SIGNED:	04/18/2014

Total Attachments: 7

source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page2.tif
source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page3.tif
source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page4.tif
source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page5.tif
source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page6.tif
source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page7.tif
source=#85817835v1 - (Bauer Performance Lacrosse Inc. - Trademarks - Term Loan)#page8.tif

NOTICE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Bauer Performance Lacrosse Inc., a Delaware Corporation (the "Grantor") with principal offices at 100 Domain Drive, Exeter, New Hampshire, 03833, hereby pledges and grants to Bank of America, N.A., as Collateral Agent, with principal offices at 901 Main Street, 14th Floor, Mail Code: TX1-492-14-11, Dallas, TX 75202, (the "Grantee"), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including without limitation any of the foregoing set forth in Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, and all other Proceeds (as such term is defined in the Security Agreement referred to below), (f) rights

to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world, (collectively, the "Trademark Collateral"); provided that the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of April 15, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the ABL Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement and this Grant, the terms of ABL Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the 15 day of April 2014.

BAUER PERFORMANCE LACROSSE INC.

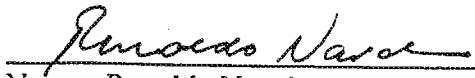
By: 
Name: Michael J. Wall
Title: Secretary and General Counsel

[Signature Page to the Term Loan Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005264 FRAME: 0165

Accepted and Agreed to:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Ronaldo Naval
Title: Vice President

[Signature Page to the Term Loan Notice of Grant of Security Interest in Trademarks]

SCHEDULE A

1. Registered Trademarks:

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
C Design	03/02/1998	2134634	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 1	04/12/2001	2513634	BAUER PERFORMANCE LACROSSE INC.
CPX	01/02/2005	2923430	BAUER PERFORMANCE LACROSSE INC.
IRIS	27/07/2004	2866570	BAUER PERFORMANCE LACROSSE INC.
C Design	09/06/1998	2163794	BAUER PERFORMANCE LACROSSE INC.
CASCADE	10/06/1997	2068695	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 2	03/04/2012	4119969	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 3	03/04/2012	4119968	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 4	03/04/2012	4119967	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 5	03/04/2012	4119966	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 6	03/04/2012	4119965	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 7	03/04/2012	4119964	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 8	03/04/2012	4119963	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 9	03/04/2012	4119962	BAUER PERFORMANCE

			LACROSSE INC.
Helmet Design 10	27/03/2012	4116626	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 11	27/03/2012	4116625	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 12	27/03/2012	4116624	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 13	27/03/2012	4116623	BAUER PERFORMANCE LACROSSE INC.
Helmet Design 14	27/03/2012	4116622	BAUER PERFORMANCE LACROSSE INC.
WONDER BOY	27/11/2007	3345607	BAUER PERFORMANCE LACROSSE INC.
MAVERIK LACROSSE Design	23/11/2010	3881725	BAUER PERFORMANCE LACROSSE INC.
MAVERIK LACROSSE Design	14/07/2009	3655902	BAUER PERFORMANCE LACROSSE INC.
MAV	29/03/2011	3938300	BAUER PERFORMANCE LACROSSE INC.
SHARK GEL	25/01/2011	3911414	BAUER PERFORMANCE LACROSSE INC.
MAVERIK BIG TIME	02/12/2008	3541154	BAUER PERFORMANCE LACROSSE INC.
M Design	23/02/2010	3752656	BAUER PERFORMANCE LACROSSE INC.

2. Applications for Trademarks:

MARK	APPLICATION DATE	SERIAL NO.	APPLICANT
WONDERGIRL	09/08/2010	85/103051	BAUER PERFORMANCE LACROSSE INC.