TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302387

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 Hockey, Inc.		04/15/2014	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	225 Franklin Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2373125	SUPREME
Registration Number:	2179817	BAUER
Registration Number:	1480284	
Registration Number:	1050773	BAUER
Registration Number:	1455471	
Registration Number:	2551672	
Registration Number:	1467513	TUUK
Registration Number:	3207025	
Registration Number:	3111321	TUUK
Registration Number:	3432780	HEADSMART
Registration Number:	4304330	LOCKJOCK
Registration Number:	4373013	PRODIGY
Registration Number:	4289718	PRODIGY BAUER
Registration Number:	4245705	BUILT FOR HOCKEY
Registration Number:	3392691	JOCK PLUS
Registration Number:	1980650	ITECH
Registration Number:	3331028	AXIS
Registration Number:	3451030	FLYBRID
Registration Number:	2192838	HI-LO
Registration Number:	3459103	I AM A GOALIE

OP $865.00 2373125

Property Type	Number	Word Mark
Registration Number:	3199767	INTAKE
Registration Number:	2302290	M
Registration Number:	3832338	M
Registration Number:	2211348	MISSION
Registration Number:	2323531	MISSION
Registration Number:	3850445	MISSION
Registration Number:	3825551	MISSION M
Registration Number:	3482161	MISSION FUEL
Registration Number:	1547384	MEGA
Registration Number:	1544576	FASTEEL
Serial Number:	75101855	BAUER
Serial Number:	85442066	NEXUS
Serial Number:	85496292	REACTOR
Serial Number:	85934700	COOPER

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave 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:	04/23/2014

Total Attachments: 7

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NOTICE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Bauer Hockey, Inc., a Vermont 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 225 Franklin St. - MA1-225-02-05, Boston, Massachusetts, 02110, (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/Term Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the ABL/Term Intercreditor Agreement and this Grant, the terms of ABL/Term 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 HOCKEY, INC.

By: _____

Name: Michael J. Waff

Title: Secretary and General Counsel

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

Accepted and Agreed to:

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

By: _____
Name: Steve Blumley
Title: SVP

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

SCHEDULE A

1. Registered Trademarks:

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
SUPREME	01/08/2000	2373125	BAUER HOCKEY, INC.
BAUER	11/08/1998	2179817	BAUER HOCKEY, INC.
Skate Blade Design	08/03/1988	1480284	BAUER HOCKEY, INC.
BAUER	19/10/1976	1050773	BAUER HOCKEY, INC.
Skates Eyestay Design	01/09/1987	1455471	BAUER HOCKEY, INC.
TUUK Skate Blade Design (Without Honeycomb)	26/03/2002	2551672	BAUER HOCKEY, INC.
TUUK Design	01/12/1987	1467513	BAUER HOCKEY, INC.
TUUK Hockey Skate Blade Design (Honeycomb Design)	13/02/2007	3207025	BAUER HOCKEY, INC.
TUUK	04/07/2006	3111321	BAUER HOCKEY, INC.
HEADSMART	20/05/2008	3432780	BAUER HOCKEY, INC.
LOCKJOCK	19/03/2013	4304330	BAUER HOCKEY, INC.
PRODIGY	23/07/2013	4373013	BAUER HOCKEY, INC.
PRODIGY Design	12/02/2013	4289718	BAUER HOCKEY, INC.
BUILT FOR HOCKEY	20/11/2012	4245705	BAUER HOCKEY, INC.
JOCK PLUS	04/03/2008	3392691	BAUER HOCKEY, INC.
ITECH	18/06/1996	1980650	BAUER HOCKEY, INC.
AXIS	06/11/2007	3331028	BAUER HOCKEY, INC.
FLYBRID	17/06/2008	3451030	BAUER HOCKEY, INC.
HI-LO	29/09/1998	2192838	BAUER HOCKEY,

TRADEMARK
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			INC.
I AM A GOALIE	01/07/2008	3459103	BAUER HOCKEY, INC.
INTAKE	16/01/2007	3199767	BAUER HOCKEY, INC.
M Design	21/12/1999	2302290	BAUER HOCKEY, INC.
M Design	10/08/2010	3832338	BAUER HOCKEY, INC.
MISSION	15/12/1998	2211348	BAUER HOCKEY, INC.
MISSION	29/02/2000	2323531	BAUER HOCKEY, INC.
MISSION	21/09/2010	3850445	BAUER HOCKEY, INC.
MISSION & M Design	27/07/2010	3825551	BAUER HOCKEY, INC.
MISSION FUEL	05/08/2008	3482161	BAUER HOCKEY, INC.
MEGA	11/07/1989	1547384	BAUER HOCKEY, INC.
FASTEEL	20/06/1989	1544576	BAUER HOCKEY, INC.

2. Applications for Trademarks:

MARK	APPLICATION DATE	SERIAL NO.	APPLICANT
BAUER Design	09/05/1996	75/101855	BAUER HOCKEY, INC.
NEXUS	07/10/2011	85/442066	BAUER HOCKEY, INC.
REACTOR	15/12/2011	85/496292	BAUER HOCKEY, INC.
COOPER	05/16/2013	85/934700	BAUER HOCKEY, INC.