# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302389

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|---|---|
| **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:** | 901 Main Street |
| **Internal Address:** | 14th Floor |
| **City:** | Dallas |
| **State/Country:** | TEXAS |
| **Postal Code:** | 75202 |
| **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 |

OP $865.00 2373125

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 3459103 | I AM A GOALIE |
| **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 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/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. Wall

Title: Secretary and General Counsel

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

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 |
|---|---|---|---|
| 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
REEL: 005266 FRAME: 0665

| | | | |
|---|---|---|---|
| | | | 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. |