

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Riddell, Inc.		05/26/2016	Corporation: ILLINOIS
Ridmark Corporation		05/26/2016	Corporation: DELAWARE
MacMark Corporation		05/26/2016	Corporation: DELAWARE
Equilink Licensing, LLC		05/26/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	86187808	SPEEDFLEX
Registration Number:	0746187	AERO-CELLS
Registration Number:	3950151	BIOLITE
Registration Number:	3149236	CUSTOM POWER
Registration Number:	3149237	CUSTOM POWER
Registration Number:	3149241	CUSTOM POWER EXTREME
Registration Number:	3534422	HITS
Registration Number:	4547931	INSITE
Registration Number:	4584761	INSITE IMPACT RESPONSE SYSTEM
Registration Number:	0662126	KRA-LITE
Registration Number:	1362184	M
Registration Number:	0576102	MACGREGOR
Registration Number:	1331021	MACGREGOR
Registration Number:	1349370	MACGREGOR
Registration Number:	1705112	MACGREGOR
Registration Number:	1324742	MACGREGOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4347599	PHANTOM
Registration Number:	1537482	POWER
Registration Number:	3261862	POWER
Registration Number:	1711910	POWER
Registration Number:	2039625	POWER
Registration Number:	4115485	PROTECT. PERFORM.
Registration Number:	2803601	REVOLUTION
Registration Number:	3178953	RIDDELL
Registration Number:	3155695	RIDDELL
Registration Number:	3178949	RIDDELL
Registration Number:	3147250	RIDDELL
Registration Number:	3431707	RIDDELL
Registration Number:	3178950	RIDDELL
Registration Number:	3178951	RIDDELL
Registration Number:	3178952	RIDDELL
Registration Number:	3150366	RIDDELL
Registration Number:	4493644	RIDDELL 360
Registration Number:	4151503	RIP KORD
Registration Number:	0646056	SEAMCO
Registration Number:	4238175	SIDELINE RESPONSE SYSTEM
Registration Number:	4509082	SPEED
Registration Number:	4729310	SPEEDFLEX
Registration Number:	4238174	SRS
Registration Number:	1498792	VSR
Registration Number:	1868448	WARRIOR
Registration Number:	1746487	Z-BAR

CORRESPONDENCE DATA

Fax Number: 3125095005

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

Phone: 312-609-7814

Email: ahergott@vedderprice.com

Correspondent Name: Anita Hergott

Address Line 1: 222 N. LaSalle St.

Address Line 2: 25th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40870000194

NAME OF SUBMITTER: Anita Hergott

SIGNATURE:	/Anita Hergott/
DATE SIGNED:	05/26/2016
Total Attachments: 5 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of May 26, 2016, by each of the entities listed in Schedule A hereto (each a “*Grantor*” and collectively the “*Grantors*”), in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, each Grantor is record owner of trademarks and service marks as listed on the attached Schedule B, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated May 26, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof and all proceeds thereof, other than to the extent constituting Excluded Assets (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

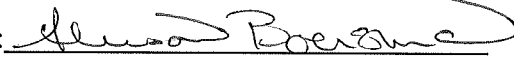
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

Riddell, Inc.

By: 

Name: Allison Boersma

Title: Chief Financial Officer

Ridmark Corporation

By: 

Name: Allison Boersma

Title: Chief Financial Officer

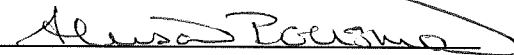
MacMark Corporation

By: 

Name: Allison Boersma

Title: Chief Financial Officer

Equilink Licensing, LLC

By: 

Name: Allison Boersma

Title: Chief Financial Officer

TRADEMARK

REEL: 005801 FRAME: 0225

SCHEDULE A TO GRANT OF A SECURITY INTEREST

The Grantors:

1. Riddell, Inc.
2. Ridmark Corporation
3. MacMark Corporation
4. Equilink Licensing, LLC

SCHEDULE B TO GRANT OF A SECURITY INTEREST

Registered Trademarks – United States

<u>U.S. Reg. Number</u>	<u>Trademark Name</u>	<u>Reg. Date</u>	<u>Matter No.</u>	<u>Registered Owner</u>
746187	AERO-CELLS	05-Mar-1963	077146-0080	Riddell, Inc.
3950151	BIOLITE	26-Apr-2011	077146-0529	Riddell, Inc.
3149236	CUSTOM POWER	26-Sep-2006	077146-0318	Riddell, Inc.
3149237	CUSTOM POWER (Stylized)	26-Sep-2006	077146-0319	Riddell, Inc.
3149241	CUSTOM POWER EXTREME	26-Sep-2006	077146-0320	Riddell, Inc.
3534422	HITS	18-Nov-2008	077146-0474	Riddell, Inc.
4547931	INSITE	10-Jun-2014	077146-0542	Riddell, Inc.
4584761	INSITE IMPACT RESPONSE SYSTEM	12-Aug-2014	077146-0543	Riddell, Inc.
662126	KRA-LITE	27-May-1958	077146-0087	Ridmark Corporation
1362184	M (and Design)	24-Sep-1985	077146-0297	MacMark Corporation
576102	MACGREGOR	16-Jun-1953	077146-0291	MacMark Corporation
1331021	MACGREGOR (stylized)	16-Apr-1985	077146-0292	MacMark Corporation
1349370	MACGREGOR (stylized)	16-Jul-1985	077146-0293	MacMark Corporation
1705112	MACGREGOR (stylized)	04-Aug-1992	077146-0295	MacMark Corporation
1324742	MACGREGOR (stylized)	12-Mar-1985	077146-0296	MacMark Corporation
4347599	PHANTOM	04-Jun-2013	077146-0551	Riddell, Inc.
1537482	POWER	02-May-1989	077146-0128	Ridmark Corporation
3261862	POWER	10-Jul-2007	077146-0133	Ridmark Corporation
1711910	POWER (and Design)	01-Sep-1992	077146-0134	Ridmark Corporation
2039625	POWER (and Design)	25-Feb-1997	077146-0136	Ridmark Corporation
4115485	PROTECT. PERFORM.	20-Mar-2012	077146-0528	Riddell, Inc.
2803601	REVOLUTION	06-Jan-2004	077146-0138	Riddell, Inc.

US Reg. Number	Trademark Name	Reg. Date	Matter No.	Registered Owner
3178953	RIDDELL	05-Dec-2006	077146-0445	Ridmark Corporation
3155695	RIDDELL	17-Oct-2006	077146-0446	Ridmark Corporation
3178949	RIDDELL	05-Dec-2006	077146-0447	Ridmark Corporation
3147250	RIDDELL	26-Sep-2006	077146-0467	Ridmark Corporation
3431707	RIDDELL	20-May-2008	077146-0473	Ridmark Corporation
3178950	RIDDELL (Stylized)	05-Dec-2006	077146-0449	Ridmark Corporation
3178951	RIDDELL (Stylized)	05-Dec-2006	077146-0450	Ridmark Corporation
3178952	RIDDELL (Stylized)	05-Dec-2006	077146-0451	Ridmark Corporation
3150366	RIDDELL (Stylized)	03-Oct-2006	077146-0468	Ridmark Corporation
4493644	RIDDELL 360	11-May-2014	077146-0570	Riddell, Inc.
4151503	RIP KORD	29-May-2012	077146-0544	Riddell, Inc.
646056	SEAMCO	28-May-1957	077146-0420	Equilink Lincencing, LLC, f/k/a Equilink Licensing Corp.
4238175	SIDELINE RESPONSE SYSTEM	06-Nov-2012	077146-0532	Riddell, Inc.
4509082	SPEED	08-Apr-2014	077146-0560	Riddell, Inc.
4729310	SPEEDFLEX (Class 9)	28-Apr-2015	077146-0639	Riddell, Inc.
4238174	SRS	06-Nov-2012	077146-0531	Riddell, Inc.
1498792	VSR	02-Aug-1988	077146-0097	Riddell, Inc.
1868448	WARRIOR	20-Dec-1994	077146-0098	Ridmark Corporation
1746487	Z-BAR	12-Jan-1993	077146-0101	Ridmark Corporation

Pending Trademark Applications – United States

US App. Number	Trademark Name	Filing Date	Matter No.	Registered Owner
86/187,808	SPEEDFLEX (Cls. 25 & 28)	07-Feb-2014	077146-0613	Riddell, Inc.