

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easton Diamond Sports, LLC		02/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	225 Franklin St.		
Internal Address:	MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2851390	COMBAT	
Registration Number:	4842795	MAXUM	
Registration Number:	4942704	VIGOR	
Registration Number:	2304725		
Registration Number:	5086488	BOMB SQUAD	
Registration Number:	3150071	CNT	
Registration Number:	4078270	E	
Registration Number:	3382982	E	
Registration Number:	2649178	E	
Registration Number:	4078266	E EASTON	
Registration Number:	1839436	EASTON E	
Registration Number:	2649179	EASTON	
Registration Number:	1066825	EASTON	
Registration Number:	3382983	EASTON	
Registration Number:	1233764	INCREDIBALL	
Registration Number:	5105919	M FIT	
Registration Number:	4335436	MAKO	
Registration Number:	4105561	OMEN	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4183427	POWER BRIGADE
Registration Number:	2132613	REDLINE
Registration Number:	2017386	REFLEX
Registration Number:	4212528	RIVAL
Registration Number:	3908080	SURGE
Registration Number:	2188076	THE LUMBER COMPANY
Registration Number:	4668237	TORQ
Registration Number:	4847704	WALK-OFF
Registration Number:	2753293	ZERO SHOCK
Serial Number:	87231957	GHOST
Serial Number:	86624203	HIT LAB
Serial Number:	86095755	LOCK & LOAD
Serial Number:	86610871	SQUARE IT UP
Serial Number:	86889111	STEALTH
Serial Number:	87294926	Z-CORE

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Owen S. Zingraff
Address Line 1: 100 North Tryon Street
Address Line 2: Winston & Strawn LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202-1078

ATTORNEY DOCKET NUMBER:	1740.306
NAME OF SUBMITTER:	Owen S. Zingraff
SIGNATURE:	/Owen S. Zingraff by trademarkny/
DATE SIGNED:	02/28/2017

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS

February 27, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Easton Diamond Sports, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 280 Park Avenue, 3rd Floor West, New York, NY 10017, 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, MA 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 the Canadian Intellectual Property 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 ABL U.S. Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of February 27, 2017 (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 undersigned have executed this Grant as of the date hereof.

EASTON DIAMOND SPORTS, LLC, Grantor

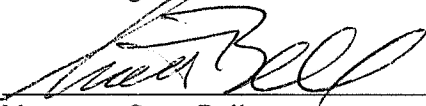
By: Samuel Robinson
Name: Samuel Robinson
Title: President

By: ~~Sasha Hays~~
Name: ~~Sasha Hays~~
Title: ~~Secretary~~

[NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005997 FRAME: 0874

Bank of America, N.A.,
as Collateral Agent and Grantee

By: 
Name: Scott Bell
Title: Senior Vice President

[NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005997 FRAME: 0875

Country	Trademark	File Date	App. No.	Reg. Date	Reg. No.
USA	COMBAT	28-Dec-2001	76-354093	08-Jun-2004	2851390
USA	MAXUM	17-Dec-2014	86482995	27-Oct-2015	4842795
USA	VIGOR	04-Mar-2015	86-553042	19-Apr-2016	4942704
USA	BASEBALL DIAMOND WITH BALL DESIGN	12-Jan-1998	75-416587	28-Dec-1999	2304725
USA	BOMB SQUAD	15-Apr-2016	87-002403	22-Nov-2016	5086488
USA	CNT	07-Jun-2004	78-977312	26-Sep-2006	3150071
USA	E DESIGN	07-Oct-2010	85-975865	27-Dec-2011	4078270
USA	E DIAMOND LOGO (Filled)	14-Oct-2005	78-733226	12-Feb-2008	3382982
USA	E DIAMOND LOGO (Outline)	11-Dec-2001	76-347352	12-Nov-2002	2649178
USA	E EASTON DESIGN	07-Oct-2010	85-975742	27-Dec-2011	4078266
USA	E EASTON DIAMOND DESIGN (Stacked)	27-Apr-1992	74-269646	14-Jun-1994	1839436
USA	EASTON	11-Dec-2001	76-347353	12-Nov-2002	2649179
USA	EASTON	17-Nov-1975	73-069208	31-May-1977	1066825
USA	EASTON	14-Oct-2005	78-733243	12-Feb-2008	3382983
USA	GHOST	09-Nov-2016	87-231957 (ITU)		
USA	HIT LAB	08-May-2015	86-624203 (ITU)		
USA	INCREDIBALL (DESIGN)	06-Jul-1982	73-373333	05-Apr-1983	1233764
USA	LOCK & LOAD	18-Oct-2013	86-095755 (ITU)		
USA	M FIT	26-Jun-2015	86-675208	20-Dec-2016	5105919
USA	MAKO	05-May-2011	85-313820	14-May-2013	4335436
USA	OMEN	19-Jul-2011	85-375537	28-Feb-2012	4105561
USA	POWER BRIGADE	31-Jan-2012	85-529632	31-Jul-2012	4183427
USA	REDLINE	13-Feb-1997	75-241550	27-Jan-1998	2132613
USA	REFLEX	16-Oct-1995	75-006380	19-Nov-1996	2017386
USA	RIVAL	19-Jul-2011	85-375547	25-Sep-2012	4212528
USA	SQUARE IT UP	27-Apr-2015	86-610871 (ITU)		
USA	STEALTH	27-Jan-2016	86-889111 (ITU)		
USA	SURGE	17-Jun-2010	85-065861	18-Jan-2011	3908080
USA	THE LUMBER COMPANY	31-Oct-1995	75-012748	08-Sep-1998	2188076
USA	TORQ	24-May-2013	85-941887	06-Jan-2015	4668237

USA	WALK-OFF	17-Nov-2014	86-456408	03-Nov-2015	4847704
USA	Z-CORE	10-Jan-2017	87-294926		
USA	ZERO SHOCK	07-Nov-2002	78-182734	19-Aug-2003	2753293

Country	Trademark	File Date	App. No.	Reg. Date	Reg. No.
Canada	BOMB SQUAD	12-Oct-2016	1804373		
Canada	E DESIGN	02-Aug-2012	1588571	01-Aug-2014	TMA883269
Canada	E DIAMOND LOGO (Filled)	14-Oct-2005	1275657	28-Oct-2008	TMA727091
Canada	E DIAMOND LOGO (Filled)	24-May-1991	682571	24-Sep-1993	TMA417277
Canada	E EASTON Design	02-Aug-2012	1588572	01-Aug-2014	TMA883268
Canada	E EASTON DIAMOND Design (Horizontal)	23-May-1996	813190	04-Sep-1997	TMA482031
Canada	E EASTON DIAMOND Design (Horizontal)	04-Feb-1994	746688	24-Nov-1995	TMA450612
Canada	EASTON	14-Oct-2005	1275659	28-Oct-2008	TMA727135
Canada	EASTON	25-Apr-1984	521049	07-Jun-1985	TMA303597
Canada	INCREDICORE	01-May-2015	1726492		
Canada	MAKO	13-Mar-2012	1568448	09-Jun-2016	TMA940486
Canada	MAKO (DESIGN)	11-Feb-2013	1613490	07-Jun-2016	TMA940109
Canada	REFLEX	03-Apr-2007	1342898	26-Oct-2010	TMA780794
Canada	REFLEX	08-Mar-2004	1208851	09-Mar-2009	TMA735977
Canada	STEALTH	20-May-2015	1729005		
Canada	THE LUMBER COMPANY	31-Jul-2003	1186097	07-Feb-2007	TMA681342
Canada	WALK-OFF	01-May-2015	1726503	23-Dec-2015	TMA924310