

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Total Hockey, Inc.		12/18/2012	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

Name:	Cole Taylor Bank
Street Address:	9550 W. Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3826941	TOTAL HOCKEY

**CORRESPONDENCE DATA**

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

Email: thomasbr@gtlaw.com  
 Correspondent Name: Brandi Thomas  
 Address Line 1: One International Place  
 Address Line 2: Greenberg Traurig LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Brandi Thomas
Signature:	/s/ Brandi Thomas
Date:	12/19/2012

Total Attachments: 5

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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Total Hockey, Inc., a Missouri corporation (“**Grantor**”) owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation, as Collateral Agent for itself and certain other lenders (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of December 18, 2012, by and among Cole Taylor Bank, as the administrative agent and Collateral Agent, Salus Capital Partners, LLC, a Delaware limited liability company, as term loan agent (in such capacity, “**Term Loan Agent**”), the lenders from time to time party thereto (“**Lenders**”), Grantor, as Borrower and HipCheck, L.L.C., a Missouri limited liability company (“**Guarantor**”) (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

(Remainder of this page left intentionally blank. Signature page to immediately follow.)

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 18th day of December , 2012.

**GRANTOR:**

TOTAL HOCKEY, INC.,  
a Missouri corporation

By: \_\_\_\_\_

Michael Benoit, President

**GRANTEE:**

COLE TAYLOR BANK, as Collateral Agent  
an Illinois banking corporation

By: \_\_\_\_\_

Cindy Jamroziak, Senior Vice President

*[Grant of Security Interest in Trademarks and Patents]*

**TRADEMARK**  
**REEL: 004923 FRAME: 0194**

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 18<sup>th</sup> day of December, 2012.

**GRANTOR:**

TOTAL HOCKEY, INC.,  
a Missouri corporation

By: \_\_\_\_\_  
Michael Benoit, President

**GRANTEE:**

COLE TAYLOR BANK, as Collateral Agent  
an Illinois banking corporation

By: Cindy Jamroziak  
Cindy Jamroziak, Senior Vice President

*[Grant of Security Interest in Trademarks and Patents]*

**TRADEMARK**  
**REEL: 004923 FRAME: 0195**

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
USA	Total Hockey	3826941	8/3/2010	Total Hockey, Inc.
Canada	Total Hockey	TMA798994	6/1/2011	Total Hockey, Inc.

**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
N/A				