

11-30-01



11-30-2001



101904035

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

JD

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 06/17/2002)
Tab settings

REI
7

To the Honorable Commissioner of Patents and Trademarks, Please record this document as original documents or copy thereof.

1. Name of conveying party(ies):
Riddell, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State ILLINOIS
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital
Internal Corporation, as Agent
Address: _____
Street Address: 800 Connecticut Avenue, 2 N
City: Norwalk State: CT Zip: 06854

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 7/22/01 6/22/01 MFT

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76-002275

B. Trademark Registration No.(s)
2307187

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Marianne Taras - Paralegal
 Internal Address: Paul, Hastings, Janofsky & Walker LLP
 Street Address: 1055 Washington Blvd.
 City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 3.41).....\$ 1,315
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marianne F. Taras
Name of Person Signing

Marianne F. Taras
Signature

7/3/01
Date

Total number of pages including cover sheet, attachments, and document: 45

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

07/12/2001 LABELLER 00000140 76002275

01 FC:481
02 FC:482

40.00 OP
1275.00 OP

TRADEMARK
REEL: 002391 FRAME: 0442

0000076 76002275 25.00 OP
/30/2001 DBYRNE FC:482



Additional Conveying Parties

Corporation - State

- | | | |
|----|--------------------------------|------------------------|
| 2. | Proacq Corporation | Corporation – Delaware |
| 3. | Equilink Licensing Corporation | Corporation – Delaware |
| 4. | Ridmark Corporation | Corporation – Delaware |
| 5. | Macmark Corporation | Corporation - Delaware |



RIDDELL, INC.

| TRADEMARK | TRADEMARK SERIAL NUMBER | TRADEMARK REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------|--|--|------------------------------|
| GAME GREATS | | 2307187 | 1/11/2000 |
| CALLMAKER | 76-002275 | | 4/11/2000 |
| PROBOT | 76-023784 | | 4/11/2000 |
| PAC-44 | | 1181325 | 12/8/81 |
| PAC-3 | | 1181326 | 12/8/81 |
| WD1 | | 1265134 | 1/24/84 |
| M155 | | 1265135 | 1/24/84 |
| AF2 | | 1265136 | 1/24/84 |
| AERO-CELLS | | 746187 | 3/5/63 RENEWED 3/5/93 |
| ACCESSORIES IN MOTION | 76-116741 | | 8/28/00 |
| ROOM WORKS | 76-117860 | | 8/29/00 |
| DASHER | 76-117871 | | 8/29/00 |
| ANTENNA GEAR | 76-117872 | | 8/29/00 |
| HELMET OF PLAYERS | 76-117873 | | 8/29/00 |
| TAILGATE PACK | 76-117898 | | 8/29/00 |



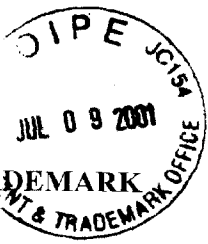
PROACQ CORP.

| TRADEMARK | TRADEMARK SERIAL NUMBER | TRADEMARK REGISTRATION NUMBER | REGISTRATION DATE |
|------------------|--------------------------------|--------------------------------------|--------------------------|
| THUNDER | | 1403296 | 7/29/86 |
| MR. TOUGH | | 1405117 | 8/12/86 |
| MAXPRO | | 1913162 | 8/22/95 |
| MAXPRO | | 1360848 | 9/17/85 |



EQUILINK LICENSING CORPORATION

| | TRADEMARK SERIAL NUMBER | TRADEMARK REGISTRATION NUMBER | REGISTRATION DATE |
|---------|------------------------------------|--|------------------------------|
| SeamCo | | 0646056 | 5/28/57 |
| Super K | | 0681437 | 7/7/59 |



RIDMARK CORPORATION

| TRADEMARK | TRADEMARK APPLICATION NUMBER | TRADEMARK REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------|------------------------------|-------------------------------|-----------------------------|
| POWER | | 1537482 | 5/2/89 |
| ULTRA POWER | | 1737695 | 12/1/92 |
| Z-BAR | | 1746487 | 1/12/93 |
| POWER and Design | | 1711910 | 9/1/92 |
| POWER and Design | | 2039625 | 2/25/97 |
| AIR PAC | | 1710192 | 8/25/92 |
| POWER PAC | | 1809340 | 12/7/93 |
| POWER | | 1922193 | 9/26/95 |
| R and Design | | 2048556 | 4/1/97 |
| R and Design | | 1989415 | 7/30/96 |
| SURE-FIT | | 1913111 | 8/22/95 |
| LIL'RIDDELL | | 1958548 | 2/27/96 |
| PROEDGE stylized | | 2111451 | 11/4/97 |
| KRA-LITE | | 622611 | 3/6/56 RENEWED 3/6/96 |
| KRA-LITE stylized | | 662126 | 5/27/58 RENEWED 5/27/98 |
| RIDDELL | 75-591493 | | 11/18/98 |
| BIOLITE | | 1497865 | 7/26/88 |
| VSR | | 1498792 | 8/2/88 |
| WARRIOR | | 1868448 | 12/20/94 |
| RIDDELL and Design | | 1896715 | 5/30/95 |
| RIDDELL (stylized) | | 867019 | 3/25/69; RENEWED 3/25/89 |

MACMARK



| TRADEMARK | TRADEMARK SERIAL NUMBER | TRADEMARK REGISTRATION NUMBER | REGISTRATION DATE |
|--|-------------------------|-------------------------------|-------------------|
| M | | 2441224 | 4/3/2001 |
| M | | 1362184 | 9/24/85 |
| MACGREGOR | | 576102 | 6/16/53 |
| MACGREGOR | | 1349370 | 7/16/85 |
| MACGREGOR | | 1353044 | 8/6/85 |
| MACGREGOR | | 1705112 | 8/4/92 |
| MACGREGOR | | 1331021 | 4/16/85 |
| MACGREGOR | | 1324742 | 3/12/85 |
| THE ATHLETE'S CHOICE | | 1355604 | 8/20/85 |
| M THE ATHLETE'S CHOICE and Design | | 1337917 | 5/28/85 |



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of June 22, 2001, is made by EACH OF THE GRANTORS SIGNATORY HERETO AND EACH ADDITIONAL PARTY THAT BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Riddell Sports Group, Inc., a Delaware corporation ("Riddell Group"), after giving effect to the Riddell Assumption Agreement (as defined in the Credit Agreement referred to below), Riddell, Inc., an Illinois corporation, and All American Sports Corporation, a Delaware corporation (each a "Borrower" and collectively the "Borrowers"), the other Credit Parties signatory thereto (including certain Grantors), Agent, Comerica Bank, as Co-Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations on behalf of, Borrowers; and

WHEREAS, in order to induce Agent and Lenders to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver this Agreement to Agent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS.

(a) Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein (including in the recitals hereto) have the meanings given to them in Annex A to the Credit Agreement.

(b) "Secured Obligations" means, collectively, (i) in the case of Borrowers, all of their Obligations under the Credit Agreement, and (ii) in the case of the other Grantors (including Riddell Group after it is no longer a Borrower pursuant to the terms of the Riddell Assumption Agreement), all of their Guaranteed Obligations under and defined in the Guaranty.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the complete and timely payment of all the Secured Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of Agent and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (iv) all reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (vi) except as set forth in Schedule IV hereto, all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) The foregoing grant of a security interest shall not include any Licenses if and to the extent that (i) the terms of any such License prohibit assignment or encumbrance thereof, unless there is a consent or waiver to such assignment and encumbrance, and (ii) provided that the foregoing exclusion shall not apply with respect to any such rights or interests once any such applicable provision is no longer in effect.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court), other than determinations or developments made during the application process, but including any applications refused on the merits either to allow a patent application or to register a Trademark or Copyright application regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Once every three months (beginning with the three month anniversary of the date of this Agreement), Grantor shall deliver to Agent a notice of all applications for the registration of any Patent, Trademark or Copyright filed, either directly or through any agent, employee, licensee or designee, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within the three-month period since the date of the previous notice (or, in the case of the first such notice, since the date of this Agreement.) Upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all reasonable actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use,

affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party in a manner actionable under applicable law, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all appropriate actions, including, if warranted, bringing suit to stop such infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

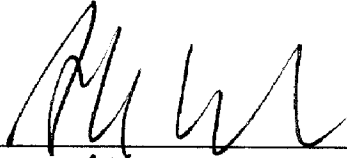
8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be Riddell Group, the Borrowers and those Affiliates of Riddell Group as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional direct and indirect Subsidiaries of Riddell Group may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Subsidiary of Riddell Group to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date. Upon termination of this Agreement, at the Grantors' sole cost and expense Agent shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

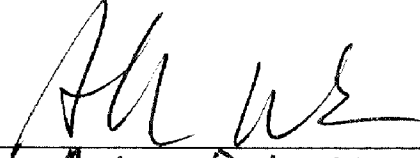
[SIGNATURE PAGE FOLLOWS]

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

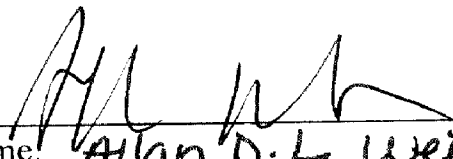
RIDDELL SPORTS GROUP, INC.

By: 
Name: Allan D.L. Weinstein
Title: Vice President

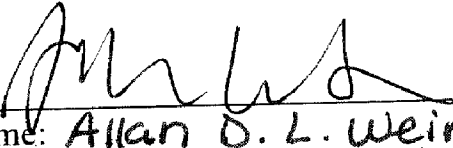
RIDDELL, INC.

By: 
Name: Allan D.L. Weinstein
Title: Vice President

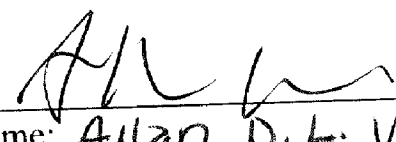
ALL AMERICAN SPORTS CORPORATION

By: 
Name: Allan D.L. Weinstein
Title: Vice President

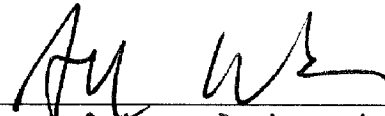
MACMARK CORPORATION

By: 
Name: Allan D.L. Weinstein
Title: Vice President


RIDMARK CORPORATION

By: 
Name: Allan D.L. Weinstein
Title: Vice President

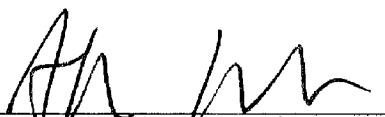
PROACQ CORP.

By: 
Name: Allan D.L. Weinstein
Title: Vice President

EQUILINK LICENSING CORPORATION

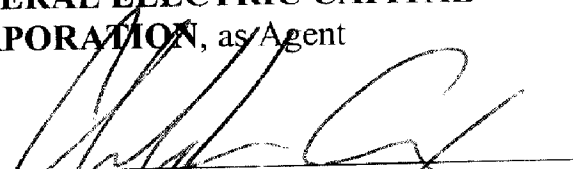
By: 
Name: Allan D.L. Weinstein
Title: Vice President

RHC LICENSING CORPORATION

By: 
Name: Allan D.L. Weinstein
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Chris Cox
Its: Duly Authorized Signatory

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RIDDELL SPORTS GROUP, INC.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton
Notary Public

{seal}

My Commission Expires:

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841982
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RIDDELL, INC.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton
Notary Public

{seal}

My Commission Expires:

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841932
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ALL AMERICAN SPORTS CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton
Notary Public

{seal}

My Commission Expires:

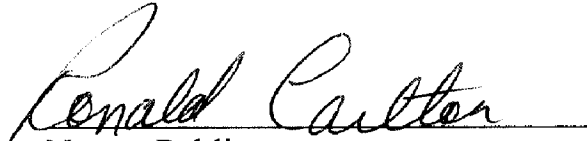
RONALD CARLTON
Notary Public, State of New York
No. 01CA4841962
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **MACMARK CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the Board of Directors of the corporation and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

My Commission Expires:

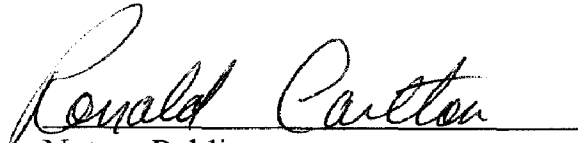
RONALD CARLTON
Notary Public, State of New York
No. 01CA4841932
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RIDMARK CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

My Commission Expires:

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841932
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **PROACQ CORP.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton
Notary Public

{seal}

My Commission Expires:

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841932
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D. L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **EQUILINK LICENSING CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton
Notary Public

{seal}

My Commission Expires:

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841932
Qualified in Kings County
Commission Expires June 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF New York)
)
COUNTY OF New York)

ss. New York City

On this June 22, 2001 before me personally appeared Allan D.L. Weinstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **RHC LICENSING CORPORATION** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald Carlton
Notary Public

{seal}

My Commission Expires:

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841932
Qualified in Kings County
Commission Expires June 30, 2001

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| <u>Grantor</u> | <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|------------------------------|-------------------------|-----------------|-------------|
| <i>United States Patents</i> | | | |
| Riddell, Inc. | 6,081,932 | 70531.000012 | 7/4/2000 |
| | 4,872,216 | 70531.000003 | 10/10/1989 |
| | 4,926,503 | 70531.000004 | 5/22/1990 |
| | 5,029,341 | 70531.000005 | 7/9/1991 |
| | 4,985,931 | 70531.000006 | 1/22/1991 |
| | 5,035,009 | 70531.000007 | 7/30/1991 |
| | 4,831,668 | 70531.000008 | 5/23/1989 |
| | 5,175,889 | 70531.000010 | 1/5/1993 |
| | 5,794,274 | 70531.000011 | 8/18/1998 |
| | 6,240,571 | 70531.000014 | 5/___/2001 |
| | 358.686 (design patent) | | 5/23/1995 |

Canadian Patents

| | | | |
|---------------|-----------|----------------|------------|
| Riddell, Inc. | 1,322,819 | 70531.000003CA | 10/12/1993 |
| | 2,023,673 | 70531.000005CA | 11/21/1995 |
| | 2,027,405 | 70531.000006CA | 2/8/1994 |
| | 1,319,789 | 70531.000008CA | 7/6/1993 |

Other International Patents

| | | | |
|---------------|---------------------|-----------------|------------|
| Riddell, Inc. | 625,953 (Australia) | 70531.000006AUS | 11/10/1992 |
| | 2,059,495 (Japan) | 70531.000006JP | 6/10/1996 |

II. PATENT APPLICATIONS

| <u>Grantor</u> | <u>Patent</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|---------------|------------------------|-------------|
| None. | | | |

III. PATENT LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
| None. | | | |

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| <u>Grantor</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------|-------------|-----------------|-------------|
|----------------|-------------|-----------------|-------------|

See attached.

II. TRADEMARK APPLICATIONS

| <u>Grantor</u> | <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|-------------|------------------------|-------------|
|----------------|-------------|------------------------|-------------|

See attached.

RIDMARK CORPORATION TRADEMARKS

| Country | Status | Name | Serial Number | Registration Number | Expiration Date |
|-----------|------------|---|---------------|---------------------|-----------------|
| Argentina | Registered | RIDDELL & DESIGN (Class 28) | 1928479 | 1553280 | 2005/02/28 |
| Austria | Registered | RIDDELL & DESIGN (Class 9, 25 & 28) | AM 2862193 | 149201 | 2003/09/30 |
| Austria | Registered | RIDDELL (Classes 9, 25 and 28) | | 149202 | 2003/09/30 |
| Benelux | Registered | RIDDELL & DESIGN (Class 25 and 28) | 805844 | 540773 | 2003/11/03 |
| Benelux | Registered | RIDDELL (Class 25 and 28) | 803974 | 539627 | 2003/09/29 |
| Benelux | Registered | RIDDELL (Class 28) | 853445 | 579834 | 2005/08/08 |
| Brazil | Registered | RIDDELL & DESIGN (Class 20 & 28) | 817459707 | 817459707 | 2007/09/30 |
| Brazil | Published | RIDDELL & DESIGN (Class 25) | 817459731 | | |
| Brazil | Published | RIDDELL (Class 25) | 817459693 | | |
| Brazil | Registered | RIDDELL (Class 28) | 817459723 | | |
| Canada | Registered | POWER | 749,551 | 817459723 | 2008/05/05 |
| Canada | Registered | POWER | 708,616 | TMA441,610 | 2010/03/31 |
| Canada | Registered | POWER & Design | 785,749 | TMA430169 | 2009/07/08 |
| Canada | Registered | PROEDGE | 779,552 | TMA472,205 | 2012/03/06 |
| Canada | Registered | RIDDELL & DESIGN (Class 28) | 739,466 | TMA495,736 | 2013/06/09 |
| Canada | Registered | RIDDELL (Class 9 and 25) | 664145 | TMA460348 | 2012/08/13 |
| Chile | Registered | RIDDELL (Class 29) | 281353 | TMA496325 | 2013/06/17 |
| China | Registered | RIDDELL & DESIGN (Class 17) | 93115143 | | |
| China | Registered | RIDDELL & DESIGN (Class 18) | 93115145 | 785278 | 2005/10/21 |
| China | Registered | RIDDELL & DESIGN (Class 28) | 93115146 | 1063392 | 2007/07/27 |
| China | Registered | RIDDELL & DESIGN (Class 9) | 93115144 | 760118 | 2005/08/07 |
| China | Registered | RIDDELL (Stylized) Class 18) | 93115149 | 786629 | 2005/10/28 |
| China | Registered | RIDDELL (Class 25) | 93065719 | 1063391 | 2007/07/27 |
| China | Registered | RIDDELL (Class 28) | 93065707 | 729099 | 2005/02/07 |
| China | Registered | RIDDELL (Class 9) | 93115148 | 760117 | 2005/08/07 |
| China | Registered | RIDDELL (Stylized) (Class 17) | 93115147 | 786628 | 2005/10/28 |
| CTM | Registered | RIDDELL (Classes 9, 25 & 28) | 178376 | 785277 | 2005/10/21 |
| Denmark | Registered | RIDDELL (Class 9) | 2922/1991 | 178376 | 2006/04/01 |
| Finland | Pending | RIDDELL & DESIGN (Class 25 and 28) | 2879/93 | 3208/1993 | 2003/04/30 |
| Finland | Pending | RIDDELL (Class 25 and 28) | 2878/93 | | |
| Finland | Registered | RIDDELL (Class 25) | | | |
| France | Registered | RIDDELL & DESIGN (Classes 18, 25 and 28) | 93/486,302 | 121762 | 2002/09/07 |
| France | Registered | RIDDELL (Class 20) | 95/587069 | 93/486,302 | 2003/10/04 |
| France | Pending | RIDDELL (Stylized) (Class 18, 256 and 28) | 93/486,303 | 95587069 | 2005/09/06 |
| Germany | Registered | PROEDGE | 39536197.4 | 39536197.4 | |

2033271096 P.02/09

51 PAGE

FEB-20-2001 15:29

RIDMARK CORPORATION TRADEMARKS

| Country | Status | Name | Serial Number | Registration Number | Expiration Date |
|---------------|------------|--------------------------------------|---------------|---------------------|-----------------|
| Germany | Registered | RIDDELL & DESIGN (Class 25 and 28) | R54060/25WVZ | 2,061,876 | 2003/06/16 |
| Germany | Registered | RIDDELL (Class 20) | 39533072.6 | 39533072 | 2005/08/31 |
| Germany | Registered | RIDDELL (Stylized) (Class 25 and 28) | R53925/25WVZ | 2061873 | 2003/05/10 |
| Great Britain | Registered | RIDDELL & DESIGN (Class 28) | | 1635323 | 2010/05/10 |
| Great Britain | Registered | RIDDELL (Class 20) | | 2030641 | 2005/08/16 |
| Great Britain | Registered | RIDDELL (Class 25) | | B1550039 | 2010/10/08 |
| Great Britain | Registered | RIDDELL (Stylized) (Class 28) | | 1,535,329 | 2010/05/10 |
| Greece | Registered | RIDDELL & DESIGN (Class 25 and 28) | | 115604 | 2003/08/19 |
| Greece | Registered | RIDDELL (Class 20) | 115604 | 115604 | 2003/08/19 |
| Greece | Registered | RIDDELL (Stylized) (Class 25 and 28) | 125845 | 125845 | 2005/08/18 |
| Hong Kong | Registered | RIDDELL (Stylized) (Class 25 and 28) | 115602 | 115602 | 2003/08/19 |
| Hong Kong | Registered | RIDDELL & DESIGN (Class 25) | 93/08273 | B02014/1995 | 2014/06/21 |
| Hong Kong | Registered | RIDDELL & DESIGN (Class 28) | 93/08274 | B02015/1995 | 2014/06/21 |
| Hong Kong | Registered | RIDDELL (Class 25) | 93/06271 | B02012/1995 | 2014/06/21 |
| Hong Kong | Registered | RIDDELL (Class 28) | 93/06272 | B02013/1995 | 2014/06/21 |
| Italy | Registered | RIDDELL & DESIGN (Class 28) | RM93C/002202 | 676351 | 2003/07/07 |
| Italy | Registered | RIDDELL (Class 28) | RM93C/002203 | 676352 | 2003/07/07 |
| Japan | Registered | PROEDGE | 78216/95 | 4129925 | 2008/03/27 |
| Japan | Registered | RIDDELL & DESIGN (Class 25) | 83793/93 | 3331549 | 2007/07/11 |
| Japan | Registered | RIDDELL & DESIGN (Class 25) | 83792/1993 | 3298922 | 2007/04/25 |
| Japan | Registered | RIDDELL & DESIGN (Class 28) | 70196/93 | 3295082 | 2007/04/25 |
| Japan | Registered | RIDDELL (Class 17) | 25249/91 | 2543640 | 2003/06/30 |
| Japan | Registered | RIDDELL (Class 20) | 91440/95 | 4103714 | 2008/01/16 |
| Japan | Registered | RIDDELL (Class 21) | 25250/91 | 2719062 | 2007/01/31 |
| Japan | Registered | RIDDELL (Class 25) | 61425/93 | 3182969 | 2006/07/31 |
| Japan | Registered | RIDDELL (Class 25) | 61426/93 | 3258352 | 2007/02/24 |
| Japan | Registered | RIDDELL (Class 28) | 61427/93 | 3261450 | 2007/02/24 |
| Japan | Registered | RIDDELL (Stylized) (Class 22) | 25251/1991 | 2713215 | 2006/04/30 |
| Japan | Registered | RIDDELL (Stylized) (Class 28) | 83791/1993 | 3273571 | 2007/04/04 |
| Mexico | Registered | PROEDGE | 244245 | 542105 | 2005/09/28 |
| Mexico | Pending | PROEDGE | 244,251 | | 2015/09/28 |
| Mexico | Registered | RIDDELL & DESIGN (Class 18) | 171,320 | 461445 | 2003/06/25 |
| Mexico | Pending | RIDDELL & DESIGN (Class 25) | 171,317 | | |
| Mexico | Registered | RIDDELL & DESIGN (Class 28) | 345,238 | 617,556 | 2008/08/27 |
| Mexico | Pending | RIDDELL (Class 25) | 120,886 | | |
| Nigeria | Pending | RIDDELL (Class 25) | 35159/79 | 35159 | |

RIDMARK CORPORATION TRADEMARKS

| Country | Status | Name | Serial Number | Registration Number | Expiration Date |
|-------------|------------|--|---------------|---------------------|-----------------|
| Norway | Registered | RIDDELL & DESIGN (Class 9, 25 & 28) | 933182 | 166,913 | 2005/02/09 |
| Norway | Registered | RIDDELL (Class 25) | 912117 | 153311 | 2002/11/19 |
| Norway | Registered | RIDDELL (Classes 9 & 28) | 933181 | 166,912 | 2005/02/09 |
| Panama | Registered | RIDDELL (Class 25) | 65404 | 65404 | 2003/03/24 |
| Panama | Registered | RIDDELL (Class 5) | | 55968 | 2004/03/08 |
| Panama | Registered | RIDDELL (Smyzed) (Class 28) | 068874 | 68874 | 2005/06/27 |
| Philippines | Published | RIDDELL (Class 25) | 85776 | | |
| Philippines | Registered | RIDDELL (Class 28) | 85777 | 59873 | 2015/01/31 |
| Portugal | Registered | RIDDELL & DESIGN (Class 25) | 293165A | 293165 | 2004/11/22 |
| Portugal | Registered | RIDDELL & DESIGN (Class 28) | 293166B | 293166 | 2004/11/22 |
| Portugal | Registered | RIDDELL (Class 20) | 312001 | 312001 | 2006/08/16 |
| Portugal | Registered | RIDDELL (Class 25) | 293163Z | 293163 | 2004/11/22 |
| Portugal | Registered | RIDDELL (Class 28) | 293164W | 293164 | 2004/11/22 |
| Singapore | Registered | RIDDELL & DESIGN (Class 25) | 4962/93 | B4962/93 | 2003/07/01 |
| Singapore | Registered | RIDDELL & DESIGN (Class 28) | B4963/93 | B4963/93 | 2003/07/01 |
| Singapore | Registered | RIDDELL (Class 25) | B4960/93 | B4960/93 | 2003/07/01 |
| Singapore | Registered | RIDDELL (Class 28) | B4961/93 | B4961/93 | 2003/07/01 |
| South Korea | Registered | RIDDELL & DESIGN (Class 25) | 15542/93 | 294573 | 2004/07/26 |
| South Korea | Registered | RIDDELL & DESIGN (Class 25) | 15544/93 | 298615 | 2004/09/26 |
| South Korea | Registered | RIDDELL & DESIGN (Class 9, 25 & 28) (LC43) | 15543/93 | 305579 | 2005/01/12 |
| South Korea | Registered | RIDDELL (Class 25) | 15539/93 | 294572 | 2004/07/26 |
| South Korea | Registered | RIDDELL (Class 25) (LC 45) | 15541/93 | 298614 | 2004/09/26 |
| South Korea | Registered | RIDDELL (Classes 9, 25 and 28) (LC43) | 15540/93 | 305578 | 2005/01/12 |
| Spain | Pending | RIDDELL & DESIGN (Class 25) | 1787411 | | |
| Spain | Registered | RIDDELL (Class 20) | 1982737 | 1982737 | 2005/08/25 |
| Sweden | Registered | RIDDELL & DESIGN (Class 25 and 28) | 93-05769 | 263942 | 2005/02/03 |
| Sweden | Registered | RIDDELL (Class 25 and 28) | 93-05770 | 263943 | 2005/02/03 |
| Switzerland | Registered | RIDDELL & DESIGN (Class 25 and 28) | 8364/1993.7 | 412925 | 2003/08/21 |
| Switzerland | Registered | RIDDELL (Class 25 and 28) | 8363/1993.5 | 412681 | 2003/08/21 |
| Taiwan | Registered | RIDDELL & DESIGN (Class 17) (LC71) | 82053323 | 642709 | 2004/04/30 |
| Taiwan | Registered | RIDDELL & DESIGN (Class 25) | 82042676 | 642364 | 2004/04/30 |
| Taiwan | Registered | RIDDELL & DESIGN (Class 25) | 82042677 | 640225 | 2004/03/15 |
| Taiwan | Registered | RIDDELL & DESIGN (Class 20) (LC78) | 82053324 | 544839 | 2004/05/31 |
| Taiwan | Registered | RIDDELL & DESIGN (Class 9) | 82053322 | 643757 | 2004/05/15 |
| Taiwan | Registered | RIDDELL & DESIGN (LC 82) (Class 22) | 82053325 | 649454 | 2004/07/16 |

2033271096 P.04/09

91 9 99

FEB-20-2001 15:30

RIDMARK CORPORATION TRADEMARKS

| Country | Status | Name | Serial Number | Registration Number | Expiration Date |
|---------------|------------|--|---------------|---------------------|-----------------|
| Taiwan | Registered | RIDDELL (Class 9) | 82053318 | 643737 | 2004/05/15 |
| Taiwan | Registered | RIDDELL (Stylized) (Class 17) (LC 71) | 82053319 | 642698 | 2004/04/30 |
| Taiwan | Registered | RIDDELL (Stylized) (Class 25) (LC 40) | 82042674 | 642318 | 2004/03/30 |
| Taiwan | Registered | RIDDELL (Stylized) (Class 25) (LC 41) | 82042675 | 636874 | 2004/03/15 |
| Taiwan | Registered | RIDDELL (Stylized) (Class 28) (LC 78) | 82053320 | 644828 | 2004/05/31 |
| Taiwan | Registered | RIDDELL (Stylized) (LC 82 - Class 22) | 82053321 | 649426 | 2004/07/16 |
| Thailand | Registered | RIDDELL & DESIGN (Class 25) | 254139 | TM60298 | |
| Thailand | Registered | RIDDELL & DESIGN (Class 25) | 254140 | | |
| Thailand | Pending | RIDDELL & DESIGN (Class 28) | 254141 | | |
| Thailand | Instruct | RIDDELL & DESIGN (Class 9) | | | |
| Thailand | Pending | RIDDELL (Class 28) | | | |
| United States | Registered | AIR PAC | 254142 | | |
| United States | Registered | BIO-LITE | 74/200,076 | 1,710,192 | 2002/08/25 |
| United States | Renewed | KRA-LITE | 73/701,047 | 1,497,885 | 2008/07/26 |
| United States | Renewed | KRA-LITE (Stylized) | 72/037,293 | 562,126 | 2008/05/27 |
| United States | Registered | LIL'RIDDELL | 71/663,237 | 622,611 | 2006/03/06 |
| United States | Registered | POWER | 74/586,891 | 1,958,548 | 2006/02/27 |
| United States | Registered | POWER | 74/475,566 | 1,922,193 | 2005/09/26 |
| United States | Registered | POWER & Design | 73/686,094 | 1,537,482 | 1999/05/02 |
| United States | Registered | POWER & Design | 74/200,023 | 1,711,910 | 2002/09/01 |
| United States | Registered | POWER PAC | 74/560,301 | 2,039,625 | 2007/02/25 |
| United States | Registered | PROEDGE (STYLIZED) | 74/202,069 | 1,809,340 | 2003/12/07 |
| United States | Registered | RIDDELL & DESIGN (Class 25) | 75/976,253 | 2,111,451 | 2007/11/04 |
| United States | Registered | RIDDELL & DESIGN (Class 28) | 74/492,844 | 2,048,556 | 2007/04/01 |
| United States | Registered | RIDDELL & DESIGN (Classes 18, 25 and 28) | 74/492,845 | 1,989,415 | 2006/07/30 |
| United States | Pending | RIDDELL (Class 28) | 74/801,532 | 1,896,715 | 2005/05/30 |
| United States | Registered | RIDDELL (Stylized) | 75/591,493 | | |
| United States | Registered | RIDDELL (Stylized) | 73/142,490 | 1,112,549 | 2009/02/06 |
| United States | Registered | RIDDELL (Stylized) (Classes 1,2,5,25,26) | 72/286,593 | 867,019 | 2009/03/25 |
| United States | Registered | SUREFIT | 74/534,447 | 1,913,111 | 2005/08/22 |
| United States | Registered | ULTRA POWER | 74/069,078 | 1,737,695 | 2002/12/01 |
| United States | Registered | VSR | 73/701,050 | 1,498,782 | 2008/08/02 |
| United States | Registered | WARRIOR | 74/200,077 | 1,868,448 | 2004/12/20 |
| United States | Registered | Z-BAR | 74/181,430 | 1,746,487 | 2003/01/12 |
| Uruguay | Pending | RIDDELL (Class 16 and 28) | 275,405 | | |

RIDDELL INC. TRADEMARKS

| Country | Status | Name | Serial Number | Registration Number | Expiration Date | Miscellaneous |
|---------------|------------|-----------------------------------|---------------|---------------------|-----------------|-------------------------------|
| Australia | Registered | RIDDELL (Class 26) | | 549,538 | 2003/01/30 | |
| Australia | Registered | RIDDELL & DESIGN (Class 25) | | 644,180 | 2004/10/27 | |
| Australia | Registered | RIDDELL & DESIGN (Classes 9 & 28) | | 644,181 | 2004/10/27 | |
| United States | Pending | ACCESSORIES IN MOTION | 76/116,741 | | | Corp. location change pending |
| United States | Registered | AERO-CELLS | 72/137,661 | 746,187 | 2003/03/05 | |
| United States | Pending | ANTENNA GEAR | 76/117,872 | | | Corp. location change pending |
| United States | Published | CALMAKER | 76/022,750 | | | |
| United States | Pending | DASHER | 76/117,871 | | | |
| United States | Registered | GAME GREATS | 75/519,735 | 2,307,187 | 2010/01/11 | Corp. location change pending |
| United States | Pending | HELMET OF PLAYERS | 76/117,873 | | | |
| United States | Registered | M155 | 73/404,827 | 1,265,135 | 2004/01/24 | Corp. location change pending |
| United States | Published | PROBOT | 76/023,784 | | | |
| United States | Pending | ROOM WORKS | 76/117,660 | | | Corp. location change pending |
| United States | Pending | TAILGATE PACK | 76/117,696 | | | Corp. location change pending |

MACMARK CORPORATION TRADEMARKS

| Country | Status | Matter Name | Serial Number | Registration Number | Expiration Date |
|---------------|------------|-------------------------------|---------------|---------------------|-----------------|
| Argentina | Registered | M LOGO | 1495270 | 1495270 | 2003/12/30 |
| Benelux | Registered | MACGREGOR | 803,761 | 541,735 | 2003/09/24 |
| Brazil | Pending | MACGREGOR | 817,580,357 | | |
| France | Registered | MACGREGOR | 496,806 | 496,806 | 2003/12/14 |
| Germany | Registered | MACGREGOR | 75,965 | 2,098,163 | 2003/09/24 |
| Italy | Registered | MACGREGOR | 4205 | 663,621 | 2003/12/28 |
| Japan | Registered | M THE ATHLETE'S CHOICE | | 1,655,650 | 2003/02/23 |
| Japan | Registered | M THE ATHLETE'S CHOICE | | 1,637,661 | 2003/11/25 |
| Japan | Registered | M THE ATHLETE'S CHOICE | | 1,666,127 | 2004/03/22 |
| Mexico | Pending | MACGREGOR | 185,714 | | |
| Spain | Registered | MACGREGOR | 1782074 | 1,782,074 | 2003/09/28 |
| Taiwan | Registered | M SCRIPT DESIGN | | 320,284 | 2006/04/01 |
| Taiwan | Registered | M THE ATHLETE'S CHOICE | | 288,359 | 2005/09/01 |
| United States | Allowed | M DESIGN (with check) | 75/327,055 | | |
| United States | Registered | M SCRIPT DESIGN | 73/530,219 | 1,362,184 | 2005/09/24 |
| United States | Registered | MACGREGOR | 71/634,845 | 576,102 | 2003/07/05 |
| United States | Registered | MACGREGOR | 73/443,225 | 1,349,370 | 2005/07/16 |
| United States | Registered | MACGREGOR | 73/518,100 | 1,353,044 | 2005/08/06 |
| United States | Registered | MACGREGOR | 74/165,843 | 1,705,112 | 2002/08/04 |
| United States | Registered | MACGREGOR | 73/422,219 | 1,331,021 | 2005/04/16 |
| United States | Registered | MACGREGOR | 73/421,249 | 1,324,742 | 2002/09/15 |
| United States | Registered | THE ATHLETE'S CHOICE | 73/486,357 | 1,355,604 | 2005/08/20 |
| United States | Registered | THE ATHLETE'S CHOICE & Design | 73/486,355 | 1,337,917 | 2005/05/28 |
| Venezuela | Registered | M (SCRIPT DESIGN) | | 10136-85 | 2005/08/28 |
| Venezuela | Registered | M (SCRIPT DES(GN) | | 4589 | 2006/04/16 |

MISCELLANEOUS OWNER TRADEMARKS

| Owner | Country | Status | Name | Serial Number | Registration Number | Expiration Date | Assignments |
|-----------------------|---------------|------------|--|---------------|---------------------|-----------------|-------------------------------------|
| Alamo Athletic | Benelux | Registered | MAXPRO AND DESIGN (Class 9, 25 and 28) | 695 215 | 432,566 | 2007/03/20 | Assignment Pending to Riddell, Inc. |
| ENAT Associates, Inc. | Canada | Registered | GLADIATOR | 10435455 | TMA310,349 | 2011/07/10 | Assignment Pending to Riddell, Inc. |
| MacGregor Spig. Goods | Canada | Registered | M SCRIPT DESIGN | | 329,353 | 2002/05/26 | Assignment Pending to MacMark |
| MacGregor Spig. Goods | Canada | Registered | M SCRIPT DESIGN | | 324,022 | 2002/02/27 | Assignment Pending to MacMark |
| DartIndus. | Canada | Registered | SEAMCO | 35,085,000 | 199,036 | 2004/03/06 | Assignment Pending to Equilink |
| Alamo Athletic | France | Registered | MAXPRO (Class 9, 25 and 28) | 835,216 | 1,391,152 | 2007/01/25 | Assignment Pending to Riddell, Inc. |
| MacGregor Spig. Goods | Germany | Registered | SEAMCO | 27441 | 921544 | 1993/01/08 | Assignment Pending to Equilink |
| MacGregor Spig. Goods | Germany | Registered | SUPER K & Design | 31080 | 966,628 | 2007/03/05 | Assignment Pending to Equilink |
| Alamo Athletic | Great Britain | Registered | MAXPRO (STYLIZED) (Class 25) | | 1,298,592 | 2007/09/22 | Assignment Pending to Riddell, Inc. |
| Alamo Athletic | Great Britain | Registered | MAXPRO (STYLIZED) (Class 28) | | 1,298,593 | 2007/09/22 | Assignment Pending to Riddell, Inc. |
| Alamo Athletic | Great Britain | Registered | MAXPRO (STYLIZED) (Class 9) | | 1,298,591 | 2007/09/22 | Assignment Pending to Riddell, Inc. |
| Alamo Athletic | Italy | Registered | MAXPRO (Class 25 and 28) | 6733258 | 506,966 | 2007/02/23 | Assignment Pending to Riddell, Inc. |
| DartIndus. | Spain | Registered | SUPER K & Design | 482158 | 482,158 | 2007/01/09 | Assignment Pending to Equilink |
| Alamo Athletic | Switzerland | Registered | MAXPRO AND DESIGN (Class 25 and 28) | 353493 | 353493 | 2007/01/22 | Assignment Pending to Riddell, Inc. |
| DartIndus. | Switzerland | Registered | SUPER K | 348,216 | 348,216 | 2005/08/30 | Assignment Pending to Equilink |
| R. Holdings Corp. | United States | Registered | AF2 | 731404,828 | 1,265,136 | 2004/01/24 | Assignment Pending to Riddell, Inc. |
| R. Holdings Corp. | United States | Registered | M155 | 731404,827 | 1,265,135 | 2004/01/24 | Assignment Pending to Riddell, Inc. |
| Proxxi Corp. | United States | Registered | MAXPRO | 73528489 | 1,360,840 | 2005/09/17 | Assignment Pending to Riddell, Inc. |
| Proxxi Corp. | United States | Registered | MAXPRO | 741565,474 | 1,913,162 | 2005/08/22 | Assignment Pending to Riddell, Inc. |
| Proxxi Corp. | United States | Registered | MR. TOUGH | 731577,333 | 1,405,117 | 2006/08/12 | Assignment Pending to Riddell, Inc. |
| R. Holdings Corp. | United States | Registered | PAC-3 | 73286,614 | 1,181,325 | 2007/12/08 | Assignment Pending to Riddell, Inc. |
| R. Holdings Corp. | United States | Registered | PAC-44 | 73286,613 | 1,181,325 | 2007/12/08 | Assignment Pending to Riddell, Inc. |
| Premier Athletics | United States | Registered | THE ATHLETES CHOICE | 73132,544 | 1,115,352 | 1999/03/20 | Assignment Pending to MacMark |
| Proxxi Corp. | United States | Registered | THUNDER | 731577,236 | 1,403,296 | 2006/01/13 | Assignment Pending to Riddell, Inc. |
| R. Holdings Corp. | United States | Registered | WD1 | 731404,826 | 1,265,134 | 2004/01/24 | Assignment Pending to Riddell, Inc. |

P. 08/09 2033271096

ST DNGE

FEB-20-2021 15:31

EQUILINK LICENSING CORPORATION TRADEMARKS

| Country | Status | Name | Serial Number | Registration Number | Expiration Date |
|---------------|------------|------------------|---------------|---------------------|-----------------|
| Brazil | Registered | SEAMCO | | 81118711 | 2004/05/22 |
| Costa Rica | Registered | SEAMCO | 71352 | 71352 | 2003/01/16 |
| Denmark | Registered | SEAMCO | 17-1973 | 3114-1975 | 2005/08/15 |
| Denmark | Registered | SUPER K | 3018 1985 | 201 1966 | 2006/01/22 |
| Ecuador | Registered | SEAMCO | 58282 | 419-97 | 2007/03/12 |
| Ecuador | Registered | SUPER K & Design | 60019 | 678-97 | 2007/03/26 |
| France | Registered | SEAMCO | 663,664 | 1,242,380 | 2003/05/05 |
| France | Registered | SUPER K | 749,527 | 1,314,354 | 1995/06/26 |
| Switzerland | Registered | SEAMCO | 4675 | 417785 | 2003/08/02 |
| Thailand | Registered | SEAMCO | | 48584 | 2002/12/27 |
| United States | Registered | SEAMCO | 72/015,233 | 646,056 | 2007/05/28 |
| United States | Registered | SUPER K | 72/059,136 | 681,437 | 2009/07/07 |
| Uruguay | Registered | SEAMCO | | 200534 | 2004/11/05 |

COMMON LAW TRADEMARKS**Riddell -Football**

| | |
|--|--|
| VSR-4 | XF-130 |
| VSR2-4 | On Your Team - for the Next Millennium |
| Little Pro | You Call the Play |
| Aero-cell | Riddell Footwear |
| Kra-Lite IV | Helmet Trade Trip |
| Stablizer II | Trade Class of All Packaging |
| Stablizer AG II | Maxpro |
| Leader - We Protect Your Eyes | All American |
| The Pads the Pros Choose | All American Design |
| Hittel | Keeping Football Affordable |
| Evolution | Shock Blocker II |
| X-force | The Right Mix |
| Power by Riddell | PRO |
| Evolutions Flat Series - PM34, PM78, PM86 | USA-Y |
| Air Pac ad Design | 2001-Y |
| AP18, 45, 57, 68, 68DL | Super SP-Y6 |
| Warrior IV | SP-Y6 |
| Warrior III | SP-66 |
| Warrior (and design) | SP-27 Edition |
| X-forceland Design | SP-26 QB |
| TTP "Thunder" Pads | SP-26-Edition |

COMMON LAW TRADEMARKS

Riddell Baseball 2000

| | |
|--------------------------------|--------------------------------------|
| Pro Down | ABS |
| Max-Flak | Lexan R |
| Maxpro 330-J | Z-Bar |
| Sarnnac | LBB |
| Pierce Corbi | BBZ |
| Shot Stopper | HBA |
| Maxpro NHP | HBZ |
| Maxpro NHP-HR | PRSZ |
| HP-83 | PRL |
| HP-83-HR | BBT |
| SAC Shoulder Aux | On Your Team for the Next Millennium |
| Elastough | |
| Maxpro & Logo on "Team Drives" | |

MACGREGOR CORPORATION
 Trademark Status Chart - Marks to be Maintained
 August 2000

| | | | | | | |
|-----------|-----------|-----------------------|-----------------------|--|--|----------------------|
| MACGREGOR | Argentina | MacGregor Corporation | Reg. No. 1,637,499 | Class 28: golf balls, golf bags, golf clubs and golf tees | Registered 7/10/97 | Renew by 7/10/07 |
| MACGREGOR | Australia | MacGregor Corporation | Reg. No. 637,776 | Class 28: golf equipment in this class | Registered 8/15/94 | Renew by 8/15/04 |
| MACGREGOR | Austria | MacGregor Corporation | Reg. No. 67,374 | Class 25: sports clothing Class 28: games, sporting goods including golf clubs and golf balls | Registered 6/26/70; Renewal advice sent and confirmed | Renew by 8/31/00 |
| MACGREGOR | Benelux | MacGregor Corporation | Reg. No. 44,167 | Class 25: uniforms used in the playing of sports; uniforms, shoes, gloves and socks which are of a type made expressly for and normally used only in the playing of a game or sport or in a field or track event Class 28: clubs, balls, bags and other fittings for golf not included in other classes | Registered 6/24/71; Renewed 6/24/00 | Renew by 6/24/10 |
| MACGREGOR | Benelux | MacGregor Corporation | Reg. No. 111,193 | Class 28: clubs, balls, bags and other fittings for golf not included in other classes | Registered 6/24/71; Renewal advice sent 10/99 | Renew by 6/24/10 |
| MACGREGOR | Brazil | MacGregor Corporation | App. No. 721,790 | Class 28: no description information provided | Filed 2/26/98; MacGregor clothing mark checked; pending | Check status 10/1/00 |
| MACGREGOR | Canada | MacGregor Corporation | Reg. No. 6918124 | Golf clubs, bags, markers, tees, slings, travel covers and golf bag slings | Registered 6/16/43; renewed 6/16/88 | Renew by 6/15/03 |

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained
August 2000

| MACGREGOR | Denmark | MacGregor Corporation | Reg. No. 3106/1971 | Class 28: equipment and accessories for all kinds of sports | Registered 11/19/71 | Renew by 11/19/01 |
|-----------|--------------------|-----------------------|------------------------|---|---------------------------------------|----------------------|
| MACGREGOR | European Community | MacGregor Corporation | App. No 601,880 | Class 25: articles of clothing, sports clothing, uniforms Class 28: toys, games and playthings, sporting and gymnastic articles, golf apparatus and equipment | Filed 7/30/97 | Check status 10/1/00 |
| MACGREGOR | France | MacGregor Corporation | Reg. No. 1,480,604 | Class 28: games, toys, and playthings; gymnastic and sporting articles (except clothing), namely golfing accessories, golf clubs, golf balls, games for golf training, skis, luges, sledges, roller skates; fishing articles including fishing rods, reels and lines, bait pans and accessories; billiard-tables and cues; polo micks | Registered 6/2/68; Renewed 6/10/98 | Renew by 7/7/98 |
| MACGREGOR | Germany | MacGregor Corporation | Reg. No. 886,972 | Class 28: games, toys, gymnastic and sports apparatus, including golf clubs, golf balls, golf bags and golf tees | Registered 11/2/71; Renewed 7/2/99 | Renew by 12/17/09 |
| MACGREGOR | Hong Kong | MacGregor Corporation | Reg. No. B1472/1970 | Class 28: golf clubs, golf balls, golf bags, tennis rackets, tennis balls, badminton rackets, nets, bludis and golf club covers | Registered 9/3/76 | Renew by 9/3/04 |
| MACGREGOR | Hong Kong | MacGregor Corporation | Reg. No. 921/1979 | Class 28: golf clubs, golf ball, golf bags, golf accessories | Registered 7/2/77 | Renew by 7/2/12 |

TRADEMARK

REEL: 002391 FRAME: 0477

MACGREGOR CORPORATION
 Trademark Status Chart - Marks to be Maintained
 August 2000

| MACGREGOR | Ireland | MacGregor Corporation | App. No. 97/3630 | Class: 25 articles of clothing, sports clothing, uniforms Class: 28 toys, games and playthings; sporting and gymnastic articles; golf apparatus and equipment | Filed 10/1/97; Approved for publication 3/22/00 | Check status 10/1/00 |
|-----------|-------------|-----------------------|---------------------|--|---|----------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| MACGREGOR | New Zealand | MacGregor Corporation | Reg. No. 212,466 | Class 25: golf shoes | Registered 8/27/91; Renewed 8/27/98 | Renew by 8/27/12 |

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained
August 2000

| MACGREGOR | Norway | MacGregor Corporation | Reg. No. 85,546 | Class 28: Paraphernalia for all kinds of athletic contests, namely, basketballs, soccerballs, volleyball, footballs, medicine balls, speed balls, leather balls, softball, baseballs, baseball bat, golf clubs, tennis rackets, boxing gloves, protective padding for athletic contests such as football, soccer, baseball and other ball games, namely, leg guards, masks, body protection, knee pads, elbow pads, shin guards, face guards; protective padding for boxers, namely, ear and face protectors and leg guards; bags for baseball and softball bats | Registered 7/20/72 | Renewal 7/20/02 |
|-----------|--------------|-----------------------|-----------------------|--|---------------------|---|
| MACGREGOR | Puerto Rico | MacGregor Corporation | Reg. No. 19,467 | Games, toys and sporting goods | Registered 5/5/75 | Renew by 5/5/05 |
| MACGREGOR | South Africa | MacGregor Corporation | Reg. No. 869/4897 | Class 28: sporting articles and equipment of all kinds; games and playthings, excluding dolls; clothing | Registered 10/16/69 | Renew by 10/16/09 |
| MACGREGOR | South Korea | MacGregor Corporation | Reg. No. 106,204 | Korean Class 43: golf clubs, golf balls, and golf bags | Registered 10/22/94 | Renew by 10/22/04 |
| MACGREGOR | Spain | MacGregor Corporation | Reg. No. 1,119,069 | Class 28: games and playthings; gymnastics and sporting articles not included in other classes | Registered 11/4/88 | 4 th Q Tax 11/4/03 Tax due 10/2/05 Renew by 11/04/08 |

TRADEMARK

REEL: 002391 FRAME: 0479

MACGREGOR CORPORATION

Trademark Status Chart - Marks to be Maintained
August 2000

| | | | | | | |
|-----------|----------------|-----------------------|---|---|---|--------------------------------------|
| MACGREGOR | Sweden | MacGregor Corporation | Reg. No. 164,198 | Class 28: golf articles and accessories such as balls and bags; tennis balls and rackets; baseball gloves; batting gloves for other ball games; balls for baseball and for other ball games | Registered 7/28/70 | Renew by 9/21/08 |
| MACGREGOR | Switzerland | MacGregor Corporation | Renewal Reg. No. 379,794 Previous Reg. No. 348,076 | Classes 25, 28; games and playthings, sports equipment and sports clothing, uniforms, shoes, gloves and socks used for sports and gymnastics | Registered 1/28/70; Renewed 1/28/90; 1/28/00 | Renew by 1/29/10 |
| MACGREGOR | Taiwan | MacGregor Corporation | Reg. No. 215,076 | Taiwan Class 43: baseball caps, safety caps and helmets | Registered 7/1/83 | Renew by 6/30/03 |
| MACGREGOR | Taiwan | MacGregor Corporation | Reg. No. 225,581 | Taiwan Class 48: footwear made for use in sports, namely shoes with spikes or cleats, sneakers or running shoes | Registered 11/1/83 | Renew by 10/31/03 |
| MACGREGOR | Taiwan | MacGregor Corporation | Reg. No. 240,599 | Taiwan Class 51: umbrellas | Registered 4/1/84 | Check status of renewal with counsel |
| MACGREGOR | Taiwan | MacGregor Corporation | Reg. No. 200,068 | Taiwan Class 86: all kinds of sporting and amusement articles, toys for children, baseball, bat, mitts, soft baseball, basketball, football, volleyball and all other products | Registered 12/16/82 | Renew by 12/15/02 |
| MACGREGOR | Taiwan | MacGregor Corporation | Reg. No. 118,018 | Taiwan Class 86: sporting games and amusement articles such as golf balls, clubs, baseball gloves, basketballs, toys for children | Registered 8/1/79; Renewed 7/17/99 | Renew by 8/1/09 |
| MACGREGOR | United Kingdom | MacGregor Corporation | Reg. No. 1,063,034 | Class 28: golf bags and head covers, all for golf clubs | Registered 5/17/76 | Renew by 5/17/07 |

TRADEMARK

REEL: 002391 FRAME: 0480

MACGREGOR CORPORATION

























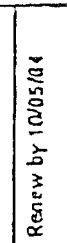
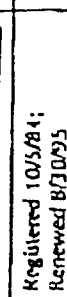
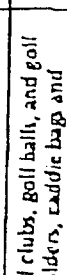
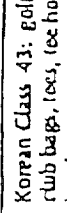
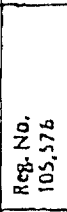
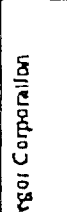

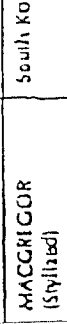












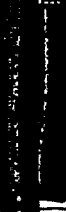











Trademark Status Chart - Marks to be Maintained
August 2000

| MACGREGOR | United Kingdom | MacGregor Corporation | Reg. No. 957,501 | Class 28: golf clubs and golf balls | Registered 12/15/69 | Renew by 12/15/04 |
|-------------------------------|----------------|-----------------------|-------------------------|---|---------------------|---------------------|
| MACGREGOR | Venezuela | MacGregor Corporation | Reg. No. 39,716 | Class 22: sporting articles, equipment and articles for football, basketball, boxing, golf and all other sports | Registered 4/7/61 | Renew by 4/7/06 |
| MACGREGOR | Venezuela | MacGregor Corporation | Reg. No. 122,541-4 | Class 22: sporting articles and accessories excluding golf articles and accessories | Registered 5/14/66 | Renew by 5/14/01 |
| MACGREGOR (aka Kanai) | Japan | MacGregor Corporation | Reg. No. 666,788 | Class 24: balls for baseball, basketball, soccer, volleyball, softball games, golf clubs, balls and bags, tennis balls, rackets, and nets, boxing gloves, leggings and other athletic guards, baseball bats, mitts and gloves, other sporting goods | Registered 2/2/65 | Renew by 2/10/03 |
| MACGREGOR <i>MacGregor</i> | Brazil | MacGregor Corporation | Reg. No. 814,659,543 | Class 28: articles for gymnastics, sports, hunting and fishing, except clothes and clothing accessories | Registered 1/23/93 | Renew by 1/23/03 |
| MACGREGOR <i>MacGregor</i> | China | MacGregor Corporation | Reg. No. 998,053 | Class 28: golf equipment | Registered 5/6/97 | Renew by due 5/6/07 |
| MACGREGOR <i>MacGregor</i> | Denmark | MacGregor Corporation | Reg. No. 4111/1977 | Class 28: golf balls, tennis balls, golf bags and golf tees | Registered 12/2/77 | Renew by 12/2/07 |
| MACGREGOR <i>MacGregor</i> | Ireland | MacGregor Corporation | Reg. No. 203,727 | Class 28: golf equipment | Registered 12/31/96 | Renew by 12/31/06 |

MACGREGOR CORPORATION
 Trademark Status Chart - Marks to be Maintained
 August 2000

| Trademark | Country | Owner | Reg. No. | Class | Registered | Renewal |
|---|-------------|-----------------------|-----------|---|---|-------------------|
| MACGREGOR (stylized) <i>MacGregor</i> | Japan | MacGregor Corporation | 416,079 | Class 24: balls for basketball, soccer, volleyball, football, softball games, golf clubs, balls and bags, tennis balls, rackets, and nets, boxing gloves, leggings and other athletic guards, baseball mitts and gloves, other sporting and recreational goods. | Registered 10/13/52 | Renew by 10/13/02 |
| MACGREGOR (stylized) <i>MacGregor</i> | Japan | MacGregor Corporation | 7,005,673 | Class 24: special shoes for sports | Registered 12/16/67 | Renew by 12/16/07 |
| MACGREGOR (stylized) <i>MacGregor</i> | Japan | MacGregor Corporation | 4,354,788 | Class 25: golf shoes and other special sporting, gymnastic footwear | Registered 1/21/00 | Renew by 1/21/10 |
| MACGREGOR (stylized) <i>MacGregor</i> | New Zealand | MacGregor Corporation | 0239,839 | Class 28: sporting equipment, golf equipment including, but not limited to, golf clubs, gloves, bags, markers, tees, balls, practice devices and ball retrievers | Registered 8/10/94; MacGregor and Augusta Golf Co. have agreement re: use of mark - Augusta is registered as sole user of mark | Renew by 8/10/01 |
| MACGREGOR (stylized) <i>MacGregor</i> | Norway | MacGregor Corporation | 170,038 | Class 25: golf clothing and sports clothing Class 28: golf clubs, golf bags, golf shoes, golf trolleys, and components thereof, general golf equipment | Registered 11/16/95 | Renew by 11/16/05 |
| MACGREGOR (stylized) <i>MacGregor</i> | Philippines | MacGregor Corporation | 44,065 | Class 28: golf clubs, golf balls, golf bags | Registered 4/19/89. Affidavit filed 4/11/00 | Renew by 4/19/09 |

MACGREGOR CORPORATION
 Trademark Status Chart - Marks to be Maintained
 August 2000

| | | | | | | | |
|--|---|---|--|---|---|---|---|
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

03

MACGREGOR
 (stylized)

MacGregor

MacGregor Corporation

South Korea

Reg. No.
 105,576

Korean Class 43: golf clubs, golf balls, and golf club bags, tees, tee holders, caddie bags and head covers

Registered 10/5/84;
 Renewed 8/30/95

Renew by 10/05/04

III. TRADEMARK LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--|--------------------------|---|
| Riddell Inc. | Amended and Restated Promotional Rights and Licenses Agreement | 6/___/2001 | National Football League Properties, Inc. ("NFLP") and the National Football League |
| | License Agreement (No. 705) | 4/1/2000 | NFLP |
| | License Agreement (No. 3155) | 4/1/2000 | NFLP |
| | License Agreement (No. 31391) | 7/1/2000 | NFLP |
| | License Agreement (No. 31170) | 7/1/1999 | NFLP |
| | License Agreement (No. 30368) | 4/1/1999 | NFLP |
| | Major League Baseball Property Inc. License Agreement | 1/1/2001 | Major League Baseball Properties, Inc. |
| | License Agreement | 10/1/1998 | National Association for Stock Car Auto Racing, Inc. |
| | Limited License Agreement | 1/31/2000 | Redline Sports Marketing, Inc. (Tony Stewart) |
| | Limited License Agreement | 1/31/2001 | Redline Sports Marketing, Inc. (Bobby Labonte) |
| | Downtown Athletic Club License Agreement | 8/19/1999 | The Collegiate Licensing Company ("CLC") |
| | The Collegiate Licensing Company License Agreement to use Licensed Indicia of Member Universities | 3/31/1995 | CLC |
| | The Licensing Resource Group Standard Licensing Agreement | 10/3/1996 | Licensing Resource Group, Inc. |
| | Standard "UCLA" License Agreement | 1/1/2001 | The Regents of the University of California |
| | Non-Exclusive Trademark License Agreement | 3/22/1997 | Advanced Research and Technology Institute, Inc. |
| | Non-exclusive Trademark License Agreement | 8/1/2000 | Iowa State University Research Foundation, Inc. |
| | University of Louisville License Agreement to Use Licensed Indicia of the University of Louisville | 7/6/1998 | University of Louisville |
| | Non-Exclusive License Agreement | | Michigan State University |
| | Non-Exclusive License | 7/30/1992 | The Regents of the University of Minnesota |
| | Revocable Nonexclusive to use certain Indicia of Mississippi State University | 9/3/1999 | Mississippi State University |
| | The University of Notre Dame DU LAC License Agreement | 1/1/1999 | The University of Notre Dame DU LAC |
| | The Ohio State University License Agreement | 4/7/1997 | The Ohio State University |
| | Trademark License Agreement | 7/1/2000 | University of Southern California |
| | Virginia Polytechnic Institute and State University Non-Exclusive Trademark Licensing Agreement | 1/29/2000 | Virginia Polytechnic Institute and State University |
| | Non-Exclusive License to Use Licensed Indicia of the University of Washington | 9/10/1992 | University of Washington |

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|---|--|--------------------------|---|
| | The West Virginia University Trademark License Agreement | 5/12/2000 | West Virginia University |
| | License Agreement | 10/1/1992 | National Operating Committee on Standards for Athletic Equipment ("NOCSAE") |
| | License Agreement | 6/1/2000 | The OBB |
| | Agreement | 1/12/1998 | Biokinetics and Associates Ltd. |
| All American Sports Corporation d/b/a All American Reconditioning Corp. | License Agreement | 10/1/1992 | NOCSAE |

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| <u>Grantor</u> | <u>Copyright</u> | <u>Reg. No.</u> |
|--------------------------------|--------------------------------|-----------------|
| Riddell, Inc. | Power of the Pro's | TX2505968 |
| Equilink Licensing Corporation | MacGregor Physical Fitness Mat | VA85882 |

II. COPYRIGHT APPLICATIONS

| <u>Grantor</u> | <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|------------------|------------------------|-------------|
| None. | | | |

III. COPYRIGHT LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|---|--------------------------|---|
| Riddell Inc. | J.D. Edwards Software License Agreement | 12/22/1997 | J. D. Edwards World Solutions Company |
| | Consulting and Licensing Agreement | | S.O.E.D.A., Inc. |
| | Content License Agreement | 9/1/2000 | Dr. James Peterson d/b/a Coaches Choice |
| | Content License Agreement | 7/10/2000 | Dennis Goldman |
| | Content License Agreement | 8/2/2000 | Spectrum Sports Communications, Inc. |