

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROBBINS, INC.		07/26/2006	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION
<b>Street Address:</b>	127 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3099634	GALAXY
Registration Number:	2912059	ARENADECK
Registration Number:	2960625	ROBBINS 1ST
Registration Number:	2972410	ROBBINS 1ST
Registration Number:	2949196	SPORTPLAY MX
Registration Number:	2853159	FREEWEIGHT
Registration Number:	2942734	THE MOST TRUSTED NAME IN SPORTS FLOORING
Registration Number:	2905716	ROBBINS SPORTS SURFACES
Registration Number:	2889907	ZERO/G
Registration Number:	2611898	BIO-CHANNEL
Registration Number:	2590943	XL ERATOR
Registration Number:	2444405	BIO-CRADLE
Registration Number:	2449027	MACH 1
Registration Number:	2290941	COMPLETE

OP \$740.00 3099634

Registration Number:	2293601	MULTI-PLAY
Registration Number:	2297552	THE ROBBINS INSTITUTE
Registration Number:	2297540	AIR CHANNEL
Registration Number:	2277213	ROBBINS
Registration Number:	2308289	ROBBINS
Registration Number:	2133586	BOSTON SQUARE
Registration Number:	1325840	CHEM-DECK
Registration Number:	1303349	CHEMTURF
Registration Number:	1247704	SPORTWOOD
Registration Number:	1240337	DURATHON
Registration Number:	0627610	PERMACUSHION
Registration Number:	1059677	LOCK-TITE
Registration Number:	0565243	CONTINUOUS STRIP
Registration Number:	0338743	IRONBOUND
Registration Number:	0512568	IRONBOUND

**CORRESPONDENCE DATA**

Fax Number: (937)443-6635  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 937-443-6600  
Email: trademarks@thompsonhine.com  
Correspondent Name: Rene M. LaForte  
Address Line 1: P.O. Box 8801  
Address Line 4: Dayton, OHIO 45401-8801

ATTORNEY DOCKET NUMBER:	066410-00018/AMI
NAME OF SUBMITTER:	Rene M. LaForte
Signature:	/rmlaforte/
Date:	08/02/2006

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 26<sup>th</sup> day of July, 2006 by ROBBINS, INC., an Ohio corporation ("Pledgor") in favor of KEYBANK NATIONAL ASSOCIATION ("Lender").

### 1. Recitals.

Pledgor, ROBBINS SPORT FLOORS – SOUTH FLORIDA, LLC, an Ohio limited liability company, ROBBINS SPORT FLOORS – ARIZONA, LLC, an Ohio limited liability company, and ROBBINS SPORT FLOORS – CALIFORNIA, INC., an Ohio corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of July 26, 2006, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant the financial accommodations to Borrowers as described in the Credit Agreement.

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor understands that Lender is willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Lender, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrowers by Lender and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented, restated or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to

sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” shall mean an event or condition that constitutes an Event of Default, as defined in Section 8 hereof.

“Obligations” shall mean, collectively, (a) all Indebtedness and other obligations incurred by a Borrower to Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans and all obligations pursuant to Letters of Credit; (b) each extension, renewal or refinancing of the foregoing, in whole or in part; (c) the commitment and other fees and any prepayment fees payable under the Credit Agreement; (d) all obligations and liabilities of any Company now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement with Lender (or an affiliate of Lender); (e) every other liability, now or hereafter owing to Lender or any affiliate of Lender by any Company, and includes, without limitation, every liability, whether owing by only one Borrower or by a Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“Proceeds” shall mean (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and Deposit Accounts. Except as expressly authorized in this Agreement, the right of Lender to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Lender to Pledgor’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“U.C.C.” shall mean the Uniform Commercial Code, as in effect from time to time in Ohio.

“USPTO” shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in and a collateral assignment of all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

4.2. The Collateral is valid and enforceable;

4.3. Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

4.4. Except for liens expressly permitted by Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

8. Event of Default.

8.1. Any of the following shall constitute an Event of Default under this Agreement: (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (b) any representation, warranty or statement made by Pledgor in or pursuant to this Agreement or in any other writing received by Lender in connection with the Obligations shall be false or erroneous in any material respect; or (c) Pledgor shall fail or omit to perform or observe any agreement made by Pledgor in or pursuant to this Agreement or in any other writing received by Lender pursuant hereto.

8.2. Pledgor expressly acknowledges that Lender, shall record this Agreement with the USPTO. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with USPTO.

8.3. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Notwithstanding the foregoing, Pledgor shall not have any of the duties of prosecution as set forth in the preceding sentence where failure to so prosecute will not have a material adverse effect on Pledgor, such failure to prosecute is in connection with Pledgor ceasing to produce a product or product line, or in the reasonable business judgment of Pledgor such prosecution is not necessary for the business of Pledgor. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor, such abandonment is in connection with the abandonment of a product or product line, or in the reasonable business judgment of Pledgor the maintenance of such Collateral is no longer necessary in Pledgor's business.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.



13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in Pledgor's name or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16.

17. Termination. At such time as the Obligations have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

18. Release of Collateral. In the event any part of the Collateral is sold in connection with a sale permitted by Section 5.12 of the Credit Agreement (or is otherwise released at the direction of Lender), and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Credit Agreement to the extent required to be so applied, Lender, at the request and expense of Pledgor, will (a) release such Collateral from this Agreement, and (b) duly assign, transfer and deliver to Pledgor (without recourse and without any representation or warranty) such Collateral as is then (or has been) so sold or released and as may be in possession of Lender and has not theretofore been released pursuant to this Agreement.

19. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature page of this Agreement, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

25. Governing Law. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and

may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, BORROWERS AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWERS AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR, BORROWERS AND LENDER, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Collateral Assignment Agreement as of the date first set forth above.

Address: 4777 Eastern Avenue  
Cincinnati, Ohio 45226  
Attention: Daniel L. Benton

ROBBINS, INC.

By: *Daniel L. Benton*

Daniel L. Benton  
Executive Vice President and  
Chief Financial Officer

Signature Page to  
Intellectual Property Collateral Assignment Agreement

TRADEMARK  
REEL: 003360 FRAME: 0405

Robbins Inc  
Schedule 1

Patents, Trademarks, Service Marks, Copyrights

Patents

<u>Country</u>	<u>Status</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Inventor</u>	<u>Assignee</u>	<u>Title</u>	<u>Expiration Date</u>
United States	Granted	09/266,398	3/10/1999	RE37,615	4/2/2002	Niese, Michael W.	Robbins, Inc.	Anchored/Resilient Hardwood Floor System	7/13/2012
United States	Granted	10/447,903	5/29/2003	6,883,287	4/26/2005	Niese, Michael W. Elliott, Paul W.	Robbins, Inc.	Panel-Type Subfloor Assembly for Anchored/Resilient Floor	7/22/2023
United States	Granted	10/430,960	5/6/2003	6,851,237	2/8/2005	Peuning, John Richard Niese, Michael W.	Robbins, Inc.	Floorboard with Compression Nub	3/12/2021
United States	Granted	09/998,555	11/29/2001	6,718,745	4/13/2004	Elliott, Paul W.	Robbins, Inc.	Hardwood Floor Pad with Improved Restoration Capability	11/29/2021
United States	Granted	10/099,696	3/15/2002	6,637,169	10/28/2003	Niese, Michael W. Elliott, Paul W.	Robbins, Inc.	Sleeper Assembly for Resilient Hardwood Floor System	11/4/2019
United States	Granted	09/825,503	4/3/2001	6,527,156	3/4/2003	McAlister, Richard L. Goodridge, Henry Todd	Robbins, Inc.	Fastener driving apparatus and method	8/6/2019
United States	Granted	09/428,957	11/4/1999	6,367,217	4/9/2002	Chura, Gregory Elliott, Paul W.	Robbins, Inc.	Sleeper assembly for resilient hardwood floor system	11/4/2019
United States	Granted	09/370,351	8/6/1999	6,269,996	8/7/2001	McAlister, Richard L.	Robbins, Inc.	Fastener driving apparatus and method	8/6/2019
United States	Granted	09/304,478	5/3/1999	6,023,900	2/15/2000	Stoehr, James H. Niese, Michael W.	Robbins, Inc.	Finger jointed floorboard with sandable wear surface	7/7/2017
United States	Granted	08/888,446	7/7/1997	5,930,967	8/3/1999	Williams, John Stoehr, James H.	Robbins, Inc.	Finger jointed floorboard with sandable wear surface	7/7/2017
United States	Granted	08/388,388	2/14/1995	5,609,000	3/11/1997	Niese, Michael W. Williams, John	Robbins, Inc.	Anchored/resilient hardwood floor system	7/13/2012
United States	Granted	08/395,423	2/28/1995	5,566,930	10/22/1996	Niese, Michael W.	Robbins, Inc.	Kerfed hardwood floor system	7/13/2012
United States	Granted	08/366,685	12/30/1994	5,465,548	11/14/1995	Niese, Michael W.	Robbins, Inc.	Prefabricated Sleeper For Anchored and Resilient Hardwood Floor System	3/16/2014
United States	Granted	07/844,466	3/2/1992	5,433,052	7/18/1995	Niese, Michael W.	Robbins, Inc.	Kerfed Hardwood Floor System	7/18/2012
United States	Granted	07/912,310	7/13/1992	5,388,380	2/14/1995	Niese, Michael W.	Robbins, Inc.	Anchored/Resilient Sleeper For Hardwood Fiber System	7/13/2012
United States	Granted	08/213,947	3/16/1994	5,377,471	1/31/1995	Niese, Michael W.	Robbins, Inc.	Prefabricated Sleeper For Anchored and Resilient Hardwood Floor System	3/25/2012
United States	Granted	08/008,721	1/21/1993	5,303,526	4/19/1994	Niese, Michael W.	Robbins, Inc.	Resilient Portable Floor System	4/19/2011
United States	Granted	07/523,602	5/15/1990	5,070,662	12/10/1991	Niese, Michael W.	Robbins, Inc.	Insert For Locking Portable Dance Floor Sections	5/15/2010
United States	Granted	07/352,284	5/16/1989	4,995,210	2/26/1991	Niese, Michael W.	Robbins, Inc.	Free Floating Floor System And Method of Forming	2/29/2008

Country	Status	Serial Number	Application Date	Patent Number	Grant Date	Inventor	Assignee	Title	Expiration Date
United States	Granted	07/308,243	2/8/1989	4,890,434	11/2/1990	Stoeht, James H.	Robbins, Inc.	Hardwood Floor System	2/8/2009
United States	Granted	40,172	4/17/1987	4,856,250	8/15/1989	Niese, Michael W. Gronau, Arthur W.	Robbins, Inc.	Sleeper For The Attachment Of Covering Material to a Surface	4/17/2007
United States	Granted	07/162,088	2/29/1988	4,831,806	5/23/1989	Gronau, Gregory S.	Robbins, Inc.	Free Floating Floor System	2/29/2008
United States	Granted	834,819	2/28/1996	4,819,932	4/11/1989	Niese, Michael W. Trotter, Phil Jr.	Robbins, Inc.	Aerobic Exercise Floor System	4/11/2006
Canada	Granted	2114497	1/28/1994	2114497	3/30/2004	Niese, Michael W.	Robbins, Inc.	Resilient Portable Floor System	1/28/2014
Canada	Granted	2,033,245	12/27/1990	2033245	12/29/1998	Niese, Michael W.	Robbins, Inc.	Kerfed Hardwood Floor System	12/27/2010
Canada	Granted	1331267	8/7/1989	1331267	8/9/1984	Niese, Michael W.	Robbins, Inc.	Hardwood Floor System	8/9/2011
Canada	Granted	607,688	8/7/1989	1,329,457	5/17/1994	Orphan, Arthur W.	Robbins, Inc.	Sleeper For The Attachment Of Covering Material to a Surface	5/17/2011
United States	Inactive	07/459,198	12/29/1989			Niese, Michael W.	Robbins, Inc.	Kerfed Hardwood Floor System	
United States	Inactive	07/769,157	9/27/1991			Niese, Michael W.	Robbins, Inc.	Kerfed Hardwood Floor System	
United States	Inactive	07/857,232	3/25/1992			Niese, Michael W.	Robbins, Inc.	Prefabricated Sleeper For Anchored and Resilient Hardwood Floor System	
Canada	Filed	2166759	1/8/1996			Niese, Michael W.	Robbins, Inc.	Anchored/Resilient Hardwood Floor System	
United States	Inactive	08/502,543	7/14/1995			Niese, Michael W.	Robbins, Inc.	Finger Jointed Floorboard With Sandable Wear Surface	
United States	Inactive	08/576,516	12/21/1995			Stoeht, James H.	Robbins, Inc.	Finger Jointed Floorboard With Sandable Wear Surface	
Canada	Filed	2,343,815	9/10/1999			Niese, Michael W.	Robbins, Inc.	Floorboard with Compression Nub	
EPC	Inactive	99946871.30	9/10/1999			Niese, Michael W.	Robbins, Inc.	Floorboard with Compression Nub	
PCT	Inactive	US99/20835	9/10/1999			Niese, Michael W.	Robbins, Inc.	Floorboard with Compression Nub	
United States	Inactive	60/099,829	9/11/1998			Niese, Michael W.	Robbins, Inc.	Floorboard with Compression Nub	
United States	Inactive	09/804,207	3/12/2001			Niese, Michael W.	Robbins, Inc.	Floor board with Compression Nub	
PCT	Inactive	US00/21547	8/17/2000			McAllister, Richard L.	Robbins, Inc.	Fastener Driving Apparatus And Method	
United States	Inactive	60/253,885	11/29/2000			Elliott, Paul	Robbins, Inc.	Hardwood Floor Pad with Improved Restoration Capability	
United States	Filed	11/113,732	4/25/2005			Niese, Michael W. Elliott, Paul	Robbins, Inc.	Panel-Type Subfloor Assembly for Anchored/Resilient Floor System	
United States	Filed	10/994,576	11/22/2004			Peuning, John Richard Bergry, Jay Frederick	Robbins, Inc.	Interlocking Floor System	
United States	Inactive	60/523,598	11/20/2003			Niese, Michael W.	Robbins, Inc.	Interlocking Modular Floor System	
Canada	Filed	2,516,276	8/18/2005			Niese, Michael W.	Robbins, Inc.	Surface Treatment of Floorboards to Eliminate Penelization	
United States	Filed	10/921,006	8/18/2004			Niese, Michael W.	Robbins, Inc.	Surface Treatment of Floorboards to Eliminate Penelization	
United States	Filed	60/694,282	6/27/2005			Niese, Michael W.	Robbins, Inc.	Subfloor Assembly for Floor System	

<u>Trademarks</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Live/Dead</u>	<u>Owner</u>	<u>Assignee</u>	<u>Word Mark</u>
	76/527,919	3,099,634	LIVE	Robbins, Inc.		GALAXY
	76/466,328	2,912,059	LIVE	Robbins, Inc.	Premier Rinks, Inc.	ARENADECK
	76/565,589	2,960,625	LIVE	Robbins, Inc.		ROBBINS 1ST
	76/565,588	2,972,410	LIVE	Robbins, Inc.		ROBBINS 1ST
	76/528,800	2,949,196	LIVE	Robbins, Inc.		SPORTPLAY MX
	76/527,760	2,853,159	LIVE	Robbins, Inc.		FREWEIGHT
	76/527,756	2,942,734	LIVE	Robbins, Inc.		THE MOST TRUSTED NAME IN SPORTS FLOORING
	76/515,708	2,905,716	LIVE	Robbins, Inc.		ROBBINS SPORTS SURFACES
	76/492,670	2,889,907	LIVE	Robbins, Inc.		ZERO/G
	76/174,497	2,611,898	LIVE	Robbins, Inc.		BIO/CHANNEL
	76/174,946	2,590,943	LIVE	Robbins, Inc.		XL ERATOR
	76/020,391	2,444,405	LIVE	Robbins, Inc.		BIO/CRADLE
	75/929,097	2,449,027	LIVE	Robbins, Inc.		MACH
	75/461,979	2,290,941	LIVE	Robbins, Inc.		COMPLETE
	76/461819	2,293,601	LIVE	Robbins, Inc.		MULTI-PLAY
	75/456,527	2,297,552	LIVE	Robbins, Inc.		THE ROBBINS INSTITUTE
	75/452,764	2,297,540	LIVE	Robbins, Inc.		AIR CHANNEL
	75/371,876	2,277,213	LIVE	Robbins, Inc.		ROBBINS
	75/371,863	2,308,289	LIVE	Robbins, Inc.		ROBBINS
	75/213,936		DEAD	Robbins, Inc.		NEXT STEP ES
	75/101,494	2,073,644	DEAD	Robbins, Inc.		ROBBINS PREMIUM PRODUCTS SHOWCASE
	75/054,307		DEAD	Robbins, Inc.		PREMIUM HARDWOOD FLOORING
	75/030,841	2,074,501	DEAD	Robbins, Inc.		FLOORGRIP 50
	74/371,565	2,133,586	LIVE	Robbins, Inc.		BOSTON SQUARE
	73/416,574	1,325,840	LIVE	Robbins, Inc.		CHEM-DECK
	73/416,561	1,303,349	LIVE	Robbins, Inc.		CHEMTURF
	73/370,282	1,247,704	LIVE	Robbins, Inc.		SPORTWOOD
	73/366,678	1,240,337	LIVE	Robbins, Inc.		DURATHON
	71/695,238	627,610	LIVE	Robbins, Inc.		PERMACUSHION
	72/460,364	1,059,677	LIVE	Robbins, Inc.		LOCK-TITE
	71/610,345	565,243	LIVE	Robbins, Inc.		CONTINUOUS STRIP
	71/552,725	512,568	LIVE	Robbins, Inc.		IRONBOUND
	71/341,143	338,743	LIVE	Robbins, Inc.		IRONBOUND

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF JULY 26, 2006, EXECUTED BY ROBBINS, INC., AN OHIO CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS, ROBBINS, INC., an Ohio corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Collateral Assignment Agreement, dated as of July 26, 2006 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in and collateral assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby



transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; and (h) all payments under insurance, including the returned premium upon any cancellation of insurance, whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on July 26, 2006.

Address: 4777 Eastern Avenue  
Cincinnati, Ohio 45226  
Attention: Daniel L. Benton

ROBBINS, INC.

By: \_\_\_\_\_  
Daniel L. Benton  
Executive Vice President and  
Chief Financial Officer