

**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
Melas, Inc.		04/07/2005	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	20975 Swenson Drive
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Waukesha
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53186
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Serial Number:	76232753	ADVANTAGE
Serial Number:	78150931	AIR
Serial Number:	73111747	AIR POWER
Serial Number:	75934072	AIR PRO
Serial Number:	74713065	AIR VARSITY
Serial Number:	78158178	AIR VARSITY COMMANDER
Serial Number:	74277410	ARMORGUARD
Serial Number:	78176086	ARMORGUARD ELITE
Serial Number:	76194267	BASE MASTER
Serial Number:	78536521	BOX OUT REBOUNDER
Serial Number:	74474865	BULLY
Serial Number:	78187071	CATCHERS-COMFORT
Serial Number:	76099142	COMFORT-LITE

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Serial Number:	76113612	COMFORT-LITE
Serial Number:	78287997	DNA
Serial Number:	76099144	FIT-TECH
Serial Number:	78430709	FORTRESS
Serial Number:	72449449	FULL-CAGE
Serial Number:	74474861	GOLD-POINT
Serial Number:	76364138	GOLD-POINT ULTIMATE
Serial Number:	78536534	GPU PREMIER
Serial Number:	75268048	HOLLYWOOD BASES
Serial Number:	75267834	HURRICANE
Serial Number:	74055033	JACK CORBETT
Serial Number:	75267875	JR BLOCKER
Serial Number:	75267806	JR PRO
Serial Number:	75268040	LIGHTNING
Registration Number:	1037930	PERMA-LACE
Registration Number:	1924733	PREP
Registration Number:	2326750	PRO AIR
Registration Number:	2298470	PRO GLOSS
Registration Number:	1323501	PRO-AIR
Registration Number:	2722240	RECRUIT
Registration Number:	1152133	RIGIDBILT
Registration Number:	1368663	S
Registration Number:	2554553	S
Registration Number:	2597593	SCHUTT
Registration Number:	1883675	SCHUTT SPORTS GROUP
Serial Number:	78507500	SCHUTT UP & PLAY!
Serial Number:	78235251	SLAM SERIES
Registration Number:	0907905	SUPER-PRO
Registration Number:	0813885	SWING-A-WAY
Registration Number:	2178128	TORNADO
Registration Number:	2130753	TUFF-PLAY
Registration Number:	2676940	ULTRA RIM

CORRESPONDENCE DATA

Fax Number: (312)609-5005

**TRADEMARK**  
**REEL: 003545 FRAME: 0406**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-609-7897  
Email: hmiller@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	02795.00.0171
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	05/18/2007

**Total Attachments: 12**

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## **TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of April 7, 2005, is made by Melas, Inc., an Illinois corporation ("Pledgor"), and Bank of America, N.A., a national banking association ("BOA"), as agent (BOA, in such capacity, being "Agent") for Lenders participating in the Loan Agreement referred to below.

### WITNESSETH:

WHEREAS, Pledgor has entered into that certain Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), by and among Pledgor, Schutt Manufacturing Company ("SMC"), Triangle Sports, Inc. ("Triangle"), Mountain View Investment Company ("Mountain View"), Melas, Inc. ("Melas"), Schutt Sports Distribution Company ("Sports Distribution"), R.D.H. Enterprises, Inc. ("R.D.H.") and Schutt Athletic Sales Company ("Schutt Athletic" and together with Pledgor, SMC, Triangle, Mountain View, Melas, Sports Distribution and R.D.H., collectively "Borrowers"), the lenders who are signatories thereto ("Lenders") and Agent, pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent, for itself and the ratable benefit of Lenders, in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Pledgor execute and deliver this Agreement to Agent, for itself and the ratable benefit of Lenders.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for its benefit and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trade marks, trademark applications, registered service marks and service applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Pledgor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Pledgor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Pledgor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for its benefit and the ratable benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Pledgor's business.

4. New Trademarks. Pledgor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, tradenames, service marks, service mark registrations,

service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, tradenames, service marks, registered service marks and service mark applications now owned or held by Pledgor. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registration, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to Agent prompt written notice thereof. Pledgor hereby authorizes Agent to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Pledgor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Pledgor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the visitation and inspection rights as provided in Section 8.1.1 of the Loan Agreement. Pledgor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent, except to the extent such Patents are not used or deemed useful in the normal operation of Pledgor's business.

8. Duties of Pledgor. Pledgor shall have the duty, to the extent necessary, in the judgment of Pledgor, in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as

Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Pledgor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or, to Pledgor's knowledge, shall be necessary or useful in the normal operation of Pledgor's business. Pledgor agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings; provided, that, Agent expressly agrees that the attorneys at Ropes & Gray LLP constitute such experienced trademark attorneys. Neither Agent nor any Lender shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Pledgor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses in connection with the conduct of Pledgor's business.

12. 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.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreement or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default, Pledgor hereby authorizes Agent to, in its sole discretion (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks and Licenses to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Licenses to anyone on commercially reasonable terms. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect: Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and its and their nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.



18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

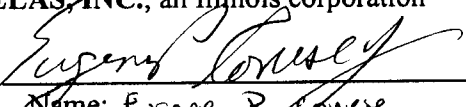
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

***Signature Page to Trademark and License Security Agreement***

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**MELAS, INC.**, an Illinois corporation

By:   
Name: Eugene P. Conner  
Title: Treasurer

STATE OF New York )  
COUNTY OF New York ) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 7 day of April, 2005 by Eugen P. Conese personally known to me to be the Treasurer of Melas, Inc., an Illinois corporation, on behalf of such corporation.

(SEAL)

Valerie Aguirre  
Notary Public

My Commission Expires: 8/18/05

VALERIE AGUIRRE  
Notary Public, State Of New York  
No. 01AG5083745  
Qualified In Queens County  
Commission Expires August 18, 2005

*Signature Page to Trademark and License Security Agreement*

Accepted and agreed to as of this 7 day of  
April, 2005

**BANK OF AMERICA, N.A.**, as Agent

By: Debra A. Rathberger

Name: Debra A. Rathberger

Title: Senior Vice President

**SCHEDULE A**

to Trademark and License Security Agreement

**TRADEMARKS**

Please see attached.

MarkName	Doc#	Number	Country	Class	Type	Filing	Status	Class	Number	Goods	Application	Number	Application	Date	Registration	Number	Registration	Date	Renewal	Date
ADVANTAGE	2817-235		United States	Regular	National	Registered	9			ATHLETIC PROTECTIVE HELMETS, NAMELY FOOTBALL HELMETS	76150331	3/19/2003	3/19/2003	2,697,148		3/19/2013				
AIR	2817-262		United States	Regular	National	Registered	9			ATHLETIC PROTECTIVE HELMETS	76150332	3/19/2003	3/19/2003	2,784,267		3/19/2013				
AIR (STYLIZED)	2817-44		Canada	Regular	National	Registered	9			FOOTBALL HELMETS, (USED IN CANADA SINCE 8/2/187).	664882	6/27/1997	6/27/1997	4,301,23		1/23/2007				
AIR POWER	2817-4		United States	Regular	National	Registered	9			FOOTBALL HELMETS, SHOULDER PADS, KITT HAND AND ARM PADS	400074	1/23/1997	1/23/1997	1,889,099		6/19/2007				
AIR VARSITY	2817-224		United States	Regular	National	Registered	9			ATHLETIC PROTECTIVE HELMETS	73111747	1/17/1977	1/17/1977	2,244,28		6/19/2007				
AIR VARSITY COMMANDER	2817-216		United States	Intent To Use Application	National	Registered	9			BASEBALL AND SOFTBALL EQUIPMENT	75934072	3/2/2000	3/2/2000	2,461,374		6/19/2007				
ARMORGLIARD	2817-263		United States	Intent To Use Application	National	Registered	9			ATHLETIC PROTECTIVE HELMETS	74713065	6/27/2005	6/27/2005	2,117,177		4/12/2007				
ARMORGLIARD ELITE	2817-107		United States	Intent To Use Application	National	Registered	9			ATHLETIC PROTECTIVE HELMETS	74713110	6/27/2005	6/27/2005	2,116,437		4/12/2007				
ARMOGLIARD	2817-250		United States	Intent To Use Application	National	Registered	9			ATHLETIC PROTECTIVE HELMETS	76173106	5/21/1992	5/21/1992	1,814,485		12/28/2004				
BOX OUT REBOUNDER	2817-304		United States	Intent To Use Application	National	Filed	9			WIRE FACE MASKS FOR ATHLETIC HELMETS FOR FOOTBALL	781794086	10/18/2002	10/18/2002	2,591,426		7/23/2012				
BULLY	2817-320		United States	Intent To Use Application	National	Filed	28			BASEBALL AND SOFTBALL GEAR AND PLATE INSTALLATION	78194267	11/2/2001	11/2/2001	2,591,426		7/23/2012				
CATCHERS-COMFORT	2817-123		United States	Intent To Use Application	National	Registered	28			BASKETBALL GOALS	78436531	12/21/2004	12/21/2004	1,924,734		10/31/1996				
COMFORT-LITE	2817-304		United States	Intent To Use Application	National	Registered	28			ATHLETIC EQUIPMENT, NAMELY, LEG SUPPORTS, LEG BRACES AND LEG	74474865	12/28/1983	12/28/1983	2,849,584		6/12/2004				
COMFORT-LITE	2817-287		United States	Intent To Use Application	National	Registered	28			PROTECTIVE ATHLETIC EQUIPMENT, NAMELY, BASEBALL AND SOFTBALL	78187071	11/20/2002	11/20/2002	2,851,179		6/8/2004				
DNA	2817-227		United States	Intent To Use Application	National	Registered	28			PROTECTIVE ATHLETIC EQUIPMENT, NAMELY, BASEBALL AND SOFTBALL	761113,612	6/21/2000	6/21/2000	2,851,188		6/8/2004				
FIT-TECH	2817-275		United States	Intent To Use Application	National	Registered	28			ATHLETIC PROTECTIVE HELMETS	78287987	6/15/2003	6/15/2003	82395		7/17/1998				
FORTRESS	2817-200		United States	Regular	National	Registered	T-28			FOOTBALL FACE MASKS	N/A	4/10/1998	4/10/1998	2,700,930		3/25/2003				
FORTRESS	2817-265		United States	Intent To Use Application	National	Filed	28			PROTECTIVE ATHLETIC EQUIPMENT, NAMELY, BASEBALL AND SOFTBALL	76099,144	7/26/2000	7/26/2000	2,700,930		3/25/2003				
GOLD-POINT	2817-265		United States	Intent To Use Application	National	Registered	28			BASKETBALL GOAL SETS	76430769	6/7/2004	6/7/2004	953,757		9/24/1974				
GOLD-POINT ULTIMATE	2817-249		United States	Regular	National	Registered	28			FACE MASKS FOR FOOTBALL HELMETS	72449,449	2/22/1973	2/22/1973	1,827,104		10/31/1996				
GPU PREMIER	2817-318		United States	Intent To Use Application	National	Registered	28			BASKETBALL GOALS	74474,661	12/28/1983	12/28/1983	2,870,080		8/32/2004				
HOLLYWOOD BASES	2817-168		United States	Intent To Use Application	National	Filed	28			BASKETBALL GOALS	76356,138	12/31/2004	12/31/2004	2,219,998		1/26/1999				
HURRICANE	2817-136		United States	Regular	National	Registered	28			BASEBALL BASES, HOME PLATES AND PITCHERS SLABS AND PARTS	75268,848	4/21/1987	4/21/1987	2,203,607		11/17/2008				
JACK CORBETT	2817-221		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, FOOTBALL SHOULDER	74055,033	5/21/1980	5/21/1980	1,636,238		2/26/1991				
JOP	2817-188		Illinois	Regular	National	Registered	28			FOOTBALL FACE MASKS	N/A	4/10/1998	4/10/1998	82391		7/17/1998				
JR BLOCKER	2817-144		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, FOOTBALL SHOULDER	75267,875	4/21/1987	4/21/1987	2,178,127		8/4/1998				
JR PRO	2817-146		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, FOOTBALL SHOULDER	75267,806	4/21/1987	4/21/1987	2,178,125		8/4/1998				
LIGHTNING	2817-140		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, FOOTBALL SHOULDER PADS	75268,040	4/21/1987	4/21/1987	2,178,129		8/4/1998				
NIJOP	2817-189		Illinois	Regular	National	Registered	28			FOOTBALL FACE MASKS	N/A	4/10/1998	4/10/1998	82394		7/17/1998				
NOPO	2817-186		Illinois	Regular	National	Registered	T-28			FOOTBALL FACE MASKS	N/A	4/10/1998	4/10/1998	82393		7/17/1998				
PERMALACE	2817-14		United States	Regular	National	Registered	T-28			BASKETBALL GOAL RINGS AND PARTS THEREOF	N/A	4/10/1998	4/10/1998	82392		7/17/1998				
PREP	2817-124		United States	Intent To Use Application	National	Registered	28			BASKETBALL GOALS	74474,664	8/22/1975	8/22/1975	1,937,250		1/23/1997				
PRO AIR	2817-214		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE PADS, NAMELY, FOOTBALL SHOULDER PADS	75129,625	5/18/1989	5/18/1989	1,926,720		10/3/2005				
PRO GLOSS	2817-156		United States	Regular	National	Registered	28			URETHANE-BASED HELMET FINISH IN THE NATURE OF COATING	75129,625	5/18/1989	5/18/1989	1,926,720		10/3/2005				
PRO-AIR	2817-9		United States	Regular	National	Registered	9			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, HELMETS	75129,625	10/17/1986	10/17/1986	2,298,470		3/27/2000				
RECRUIT	2817-238		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, HELMETS	486,336	6/23/1984	6/23/1984	1,323,501		12/7/2009				
RIGIDBILT	2817-15		United States	Regular	National	Registered	9			ELECTRIC ATHLETIC BALL INFLATORS AND PARTS THEREOF	76294,918	5/31/2001	5/31/2001	2,722,240		3/5/2005				
S AND DESIGN	2817-10		United States	Regular	National	Registered	7			TABLE MOUNTED INFLATORS, ELECTRIC, MINIATURE COMPRESSORS	723,338	12/18/1975	12/18/1975	1,152,133		6/23/2013				
S AND DESIGN	2817-213		United States	Regular	National	Registered	9			HELMETS, NAMELY HELMETS FOR FOOTBALL	79655,487	10/8/1984	10/8/1984	1,368,663		4/28/1981				
SCHUTT	2817-114		United States	Regular	National	Registered	9			HELMETS, NAMELY HELMETS FOR FOOTBALL	502,927	3/5/1999	3/5/1999	2,554,553		11/5/1985				
SCHUTT SPORTS GROUP	2817-117		United States	Intent To Use Application	National	Registered	28			SPORTING GOODS, NAMELY, WIRE AND PLASTIC FACE MASKS	74396,344	4/6/2001	4/6/2001	2,587,593		4/2/2012				
SLAM SERIES	2817-269		United States	Regular	National	Filed	9			HELMETS, NAMELY HELMETS FOR FOOTBALL, BASEBALL, SOFTBALL	789507,500	10/28/2004	10/28/2004	1,883,675		7/23/2002				
SWING-AWAY	2817-5		United States	Regular	National	Filed	28			BASKETBALL GOAL UNITS	789507,500	10/28/2004	10/28/2004	1,883,675		3/14/1985				
TORNAADO	2817-141		United States	Regular	National	Registered	28			FACE MASKS FOR FOOTBALL HELMETS	312,504	11/19/1988	11/19/1988	897,695		2/16/2011				
TUFF-PLAY	2817-167		United States	Regular	National	Registered	28			FACE MASK FOR FOOTBALL HELMET	201,970	9/1/1984	9/1/1984	811,886		8/30/2006				
ULTRA RIM	2817-243		United States	Regular	National	Registered	28			ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, FOOTBALL SHOULDER	76267,036	4/21/1987	4/21/1987	2,178,128		8/4/1998				

**SCHEDULE B**

to Trademark and License Security Agreement

**LICENSES**

None.