

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Easton Sports, Inc.		12/03/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3382982	E
Registration Number:	3382983	EASTON
Registration Number:	1066825	EASTON
Registration Number:	1839436	EASTON E
Registration Number:	2649178	E
Registration Number:	2649179	EASTON
Registration Number:	2766939	E EASTON
Registration Number:	2841740	BIO-DRI
Registration Number:	2876895	BLACK MAGIC
Registration Number:	2730794	BLASTING CAP
Serial Number:	77394872	BUILT FOR EVERY SWING
Registration Number:	2821763	BUILT TO WIN
Serial Number:	77488936	CLARITY

CH \$1590.00 3382982

Registration Number:	3150071	CNT
Serial Number:	77620008	CONFIDENCE IS EVERYTHING
Registration Number:	2543077	CT2
Registration Number:	2849554	CXN
Registration Number:	2954769	CYCLONE
Registration Number:	3042711	DELTAFORCE
Registration Number:	2532245	EA50
Registration Number:	2570177	EA70
Serial Number:	77781138	EQ
Serial Number:	77781129	EQUILIBRIUM
Registration Number:	2815856	EZ CURVE
Registration Number:	2940908	FRM
Registration Number:	2836651	GRIP LITE
Serial Number:	77445937	HITMATRIX
Registration Number:	3339371	HYPERLAUNCH
Registration Number:	1233764	INCREDIBALL
Registration Number:	2823554	INDURABALL
Registration Number:	1738465	MAGNUM
Registration Number:	2563914	OCTANE
Registration Number:	3161499	OCTANE
Serial Number:	77000915	OMEGA
Registration Number:	2377355	RAZOR BLADZ
Registration Number:	2132613	REDLINE
Registration Number:	2806691	REDLINE
Registration Number:	1198037	REFLEX
Registration Number:	2691159	REFLEX
Serial Number:	77488944	REVEAL
Registration Number:	2673242	SC777
Registration Number:	2801313	SC888
Registration Number:	3580383	SC900
Registration Number:	2750309	STIX
Serial Number:	77211126	SURGE
Registration Number:	2747291	SYNERGY
Registration Number:	2748987	SYNERGY
Registration Number:	3183249	SYNERGY

Registration Number:	2751410	SYNTHESIS
Registration Number:	3448759	TAPERWALL
Registration Number:	3508546	TAPERWALL
Registration Number:	1832815	T-FLEX
Registration Number:	3077261	THE LUMBER CO.
Registration Number:	2188076	THE LUMBER COMPANY
Registration Number:	2304725	
Registration Number:	2750486	THUNDERCLUB
Registration Number:	2797914	TORPEDO
Serial Number:	77219305	TORX
Registration Number:	2777956	TRIPLE 7
Registration Number:	2419039	ULTRA LITE
Registration Number:	2988675	VELOMAX
Registration Number:	2753293	ZERO SHOCK
Registration Number:	2017386	REFLEX

CORRESPONDENCE DATA

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.951.7000
Email: trademarks@ropesgray.com
Correspondent Name: Emilia F. Cannella
Address Line 1: Ropes & Gray LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	FPIB-154-005
NAME OF SUBMITTER:	Emilia F. Cannella
Signature:	/Emilia F. Cannella/
Date:	12/17/2009

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 3, 2009 is made by Easton Sports, Inc., a California corporation, (the "Grantor"), in favor of U.S. Bank National Association, as Collateral Agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of December 3, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Easton-Bell Sports, Inc. (the "Company"), the Guarantors party thereto (collectively, the "Guarantors") and U.S. Bank National Association as Trustee, the Company has issued its 9.750% Senior Secured Notes due 2016 (the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Company and the Guarantors have executed and delivered a U.S. Pledge and Security Agreement, dated as of December 3, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes pursuant to the Indenture, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly


subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Holders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


Easton Sports, Inc.

By: 
Name: Mark A. Dripp
Title: Chief Financial Officer
Date: December 3, 2009

Notes Security Agreement Trademark Short Form

TRADEMARK
REEL: 004115 FRAME: 0911

U.S. Bank National Association, as
Collateral Agent

By: 
Name: Richard B. Smith
Title: Vice President
Date: October 3, 2009

Schedule A

U.S. Trademark Registrations and Applications of Easton Sports, Inc.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
USA	E	3322002
USA	EASTON	3382003
USA	EASTON	1066829
USA	EASTON	1629436
USA	E Design	2649178
USA	EASTON	2649179
USA	EASTON & Design	2764039
USA	BIG DRI	2841749
USA	BLACK MATEO	2678899
USA	BLASTING CAP	2790784
USA	BUILT FOR EVERY SWING	77394872
USA	BUILT TO WIN	2821703
USA	CLARITY	77408836
USA	ONT	3150071
USA	CONFIDENCE IS EVERYTHING	77620008
USA	CT2	2643277
USA	CON	2848684
USA	CYCLONE	2894789
USA	DELTA FORCE	3092711
USA	EAGS	2839245
USA	EAGS	2870177
USA	EQ	77781138
USA	EQUILIBRIUM	77781139
USA	EZ CURVE	2815080
USA	FRM	2840908
USA	GRIP LITE	2839951
USA	HITMATRIX	77448927
USA	HYPERLAUNCH	3339371
USA	INCREDIBALL	1293754
USA	INDURABALL	2823954
USA	MAGNUM	1738485
USA	OCTANE	2508814
USA	OCTANE	3181488
USA	OMEGA	77009915
USA	RAZOR BLADZ	2377325
USA	REGALINE	2102813
USA	RECLINE	2809981
USA	REFLEX	1186637
USA	REFLEX	2691159
USA	REVEAL	77488944
USA	SC777	2873242
USA	SC888	2601313
USA	SC999	3090383
USA	STIX	2759308
USA	SURGE	7721178
USA	SYNERGY	2747281

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
USA	SYNERGY	2748887
USA	SYNERGY	3153249
USA	SYNTHESIS	2751410
USA	TAPERWALL	3448759
USA	TAPERWALL	3908848
USA	T-PLEX	1852818
USA	THE LUMBER CO.	3077281
USA	THE LUMBER COMPANY	2758878
USA	THE LUMBER COMPANY Design	2204723
USA	THUNDERCLUB	2755486
USA	TORPEDO	2787944
USA	TORX	77219308
USA	TRIPLE 7	2777504
USA	ULTRA LITE	2418008
USA	VELOMAX	2888875
USA	ZERO BHOOK	2753281
USA	REFLEX	2817388

Canadian Trademark Registrations and Applications of Easton Sports, Inc.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
Canada	EASTON	101497
Canada	E & Design	817277
Canada	EASTON & Design	428748
Canada	EASTON & Design	408512
Canada	EASTON & Design	482031
Canada	E & Design	727091
Canada	EASTON	707735
Canada	PLD	572275
Canada	REFLEX	793701
Canada	REFLEX	738677
Canada	REFLEX	1342888
Canada	THE LUMBER COMPANY	881342
Canada	V-FLUX & DESIGN	448423
Canada	XLD	572274
Canada	XTREME CATALYST	577280