

**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:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
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
Registration Number:	2821763	BUILT TO WIN
Registration Number:	3150071	CNT
Registration Number:	2543077	CT2
Registration Number:	2849554	CXN

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Registration Number:	2954769	CYCLONE
Registration Number:	3042711	DELTAFORCE
Registration Number:	2532245	EA50
Registration Number:	2570177	EA70
Registration Number:	2815856	EZ CURVE
Registration Number:	2940908	FRM
Registration Number:	2836651	GRIP LITE
Registration Number:	3339371	HYPERLAUNCH
Registration Number:	1233764	INCREDIBALL
Registration Number:	2823554	INDURABALL
Registration Number:	1738465	MAGNUM
Registration Number:	2563914	OCTANE
Registration Number:	3161499	OCTANE
Registration Number:	2377355	RAZOR BLADZ
Registration Number:	2132613	REDLINE
Registration Number:	2806691	REDLINE
Registration Number:	1198037	REFLEX
Registration Number:	2691159	REFLEX
Registration Number:	2673242	SC777
Registration Number:	2801313	SC888
Registration Number:	3580383	SC900
Registration Number:	2750309	STIX
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
Registration Number:	2777956	TRIPLE 7

Registration Number:	2419039	ULTRA LITE
Registration Number:	2988675	VELOMAX
Registration Number:	2753293	ZERO SHOCK
Registration Number:	2017386	REFLEX
Serial Number:	77394872	BUILT FOR EVERY SWING
Serial Number:	77488936	CLARITY
Serial Number:	77620008	CONFIDENCE IS EVERYTHING
Serial Number:	77781138	EQ
Serial Number:	77781129	EQUILIBRIUM
Serial Number:	77445937	HITMATRIX
Serial Number:	77000915	OMEGA
Serial Number:	77488944	REVEAL
Serial Number:	77211126	SURGE
Serial Number:	77219305	TORX

**CORRESPONDENCE DATA**

Fax Number: (650)251-5002  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650-251-5194  
Email: jnull@stblaw.com  
Correspondent Name: Keren Siman-Tov  
Address Line 1: 2550 Hanover Street  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1476
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
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 JPMorgan Chase Bank, N.A., as Collateral Agent (the "Agent") for the Secured Parties, parties to the Revolving Credit Agreement, dated as of December 3, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Easton-Bell Sports, Inc., 4078624 Canada Inc., All-American Sports (Canada) Ltd., Bell Sports Canada, Inc., Easton Sports Canada, Inc., the Subsidiary Guarantors party thereto (collectively, the "Borrower"), the Lenders, the Agent as Administrative Agent and Collateral Agent, J.P. Morgan Securities Inc. and Wells Fargo Securities, LLC as Joint Bookrunners and Lead Arrangers, Bank of America, N.A. and Wells Fargo Bank as Co-Syndication Agents and U.S. Bank as Documentation Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower 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 Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, 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 Credit Agreement 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 Lenders 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 Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement 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: Mark A. Tripp

Name: Mark A. Tripp

Title: Chief Financial Officer

Date: December \_\_, 2009

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By: Charity West  
Name: CHARITY WEST  
Title: VP  
Date: 12/3/2009



Schedule A

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

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION OR SERIAL NO.</u>
USA	E	3382982
USA	EASTON	3382983
USA	EASTON	1066825
USA	EASTON	1839436
USA	E Design	2649178
USA	EASTON	2649179
USA	EASTON & Design	2766939
USA	BIO-DRI	2841740
USA	BLACK MAGIC	2876895
USA	BLASTING CAP	2730794
USA	BUILT FOR EVERY SWING	77394872
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USA	CLARITY	77488936
USA	CNT	3150071
USA	CONFIDENCE IS EVERYTHING	77620008
USA	CT2	2543077
USA	CXN	2849554
USA	CYCLONE	2954769
USA	DELTA FORCE	3042711
USA	EA50	2532245
USA	EA70	2570177
USA	EQ	77781138
USA	EQUILIBRIUM	77781129
USA	EZ CURVE	2815856
USA	FRM	2940908
USA	GRIP LITE	2836651
USA	HITMATRIX	77445937
USA	HYPERLAUNCH	3339371
USA	INCREDIBALL	1233764
USA	INDURABALL	2823554
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USA	OMEGA	77000915
USA	RAZOR BLADZ	2377355
USA	REDLINE	2132613
USA	REDLINE	2806691
USA	REFLEX	1198037
USA	REFLEX	2691159
USA	REVEAL	77488944
USA	SC777	2673242
USA	SC888	2801313
USA	SC900	3580383
USA	STIX	2750309
USA	SURGE	77211126
USA	SYNERGY	2747291

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION OR SERIAL NO.</u>
USA	SYNERGY	2748987
USA	SYNERGY	3183249
USA	SYNTHESIS	2751410
USA	TAPERWALL	3448759
USA	TAPERWALL	3508546
USA	T-FLEX	1832815
USA	THE LUMBER CO.	3077261
USA	THE LUMBER COMPANY	2188076
USA	THE LUMBER COMPANY/design	2304725
USA	THUNDERCLUB	2750486
USA	TORPEDO	2797914
USA	TORX	77219305
USA	TRIPLE 7	2777956
USA	ULTRA LITE	2419039
USA	VELOMAX	2988675
USA	ZERO SHOCK	2753293
USA	REFLEX	2017386

**Canadian Trademark Registrations and Applications of Easton Sports, Inc.**

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION OR SERIAL NO.</u>
Canada	EASTON	303597
Canada	E & Design	417277
Canada	EASTON & Design	428648
Canada	EASTON & Design	450612
Canada	EASTON & Design	482031
Canada	E & Design	727091
Canada	EASTON	727135
Canada	PLD	572275
Canada	REFLEX	293751
Canada	REFLEX	735977
Canada	REFLEX	1342898
Canada	THE LUMBER COMPANY	681342
Canada	V-FLEX & DESIGN	446423
Canada	XLD	572274
Canada	XTREME CATALYST	577260