

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Trademarks)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Franklin Sports, Inc.		03/08/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)
<b>Street Address:</b>	225 Franklin Street, MA1-225-02-05
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 87**

Property Type	Number	Word Mark
Registration Number:	2876915	ROLL-A-GOAL
Registration Number:	2921356	STUDZ
Registration Number:	2930805	HOOPS TO GO
Registration Number:	2930806	SHOT ZONE
Registration Number:	2930807	LEARN TO PLAY
Registration Number:	2930833	SYNTEX
Registration Number:	2938028	AERO-STRIKE
Registration Number:	2939907	ORAL-ARMOR
Registration Number:	2946129	SUNDANCE
Registration Number:	2967888	AIR FORCE
Registration Number:	2968762	SHAG-BAG
Registration Number:	2994867	INNERNET
Registration Number:	3001952	TRI-CURVE
Registration Number:	3004380	DURA-BOND

**TRADEMARK**

CH \$2190.00 2876915

Registration Number:	3022144	STARFLIGHT
Registration Number:	3020631	BATTING TEE TO GO
Registration Number:	3020653	HARD SOCK
Registration Number:	3020655	NIGHT LIGHTNING
Registration Number:	3020962	PRIZOOM
Registration Number:	3024677	FOLD-N-GO
Registration Number:	3023515	CROSSFIRE
Registration Number:	3028093	GROOVE
Registration Number:	3028109	SPIRALACE
Registration Number:	3028117	FIELD MASTER
Registration Number:	3031879	GRIP-RITE
Registration Number:	3045403	PRO FLEX
Registration Number:	3072010	GRIDIRON
Registration Number:	3086674	INSTA-SET
Registration Number:	3087656	CROSSFIRE
Registration Number:	3092383	SOCK'R
Registration Number:	3108158	BX BEACH EXTREME
Registration Number:	3119861	GROOVE
Registration Number:	3128157	OPTIMA
Registration Number:	3131181	POWER BOUNCE
Registration Number:	3149851	ZERO GRAVITY SPORTS
Registration Number:	3299748	CFS CONTOUR FIT SYSTEM
Registration Number:	3303605	MARKERBALL
Registration Number:	3332178	ADJUST-A-HIT
Registration Number:	3332071	UNIFORCE
Registration Number:	3330274	2ND-SKINZ
Registration Number:	3337292	GIRLS ROCK
Registration Number:	3337394	TEE TOPPER
Registration Number:	3343765	EUROPA
Registration Number:	3389829	UNIFORCE
Registration Number:	3402611	GOLFQUET
Registration Number:	3402655	CHUX!
Registration Number:	3409918	THREE STRIKES
Registration Number:	3437220	FLING SHOTS
Registration Number:	3469164	POWER-BLAST

	3481955	SOFT-TOSS
Registration Number:	3485966	NEO-GRIP
Registration Number:	3495735	2ND-SKINZ
Registration Number:	3505855	SLIDE ACTION
Registration Number:	3509124	JAM N FOLD
Registration Number:	3517645	SPIDER-TECH
Registration Number:	3520612	AIR TECH
Registration Number:	3535085	PRE-GAME
Registration Number:	3562385	THE DH
Registration Number:	3603155	FLEXPRO
Registration Number:	3630117	LI'L CHAMPS
Registration Number:	3636009	FSI
Registration Number:	3673912	TEMPO-TRAINER
Registration Number:	3684251	QUAD-FLEX
Registration Number:	3696803	KOOL-BREEZE
Registration Number:	3782443	HOW CONFIDENCE FEELS
Registration Number:	3810167	STREET EXTREME
Registration Number:	3830831	SHOK-SORB
Registration Number:	3884553	SLURVE-BALL
Registration Number:	3891280	GRIP-TECH
Registration Number:	3999755	SPACELACE
Registration Number:	4012675	THE NATURAL
Registration Number:	4012676	NEO CLASSIC
Registration Number:	4022873	STREET TECH
Serial Number:	77654801	STAY-FIT
Serial Number:	85228148	PRIMAL
Serial Number:	85357581	PITCH-N-HIT
Serial Number:	85402015	WHISTLE WHIFFER
Serial Number:	85444026	PLAYBOOK
Serial Number:	85444035	PRO-SPIKE
Serial Number:	85444071	BUZZER BEATER
Serial Number:	85483955	TECNIC
Serial Number:	85499603	GLOMAX
Serial Number:	85511563	PRO-FORMANCE
Serial Number:	85511620	GO-PRO

	85557076	STEP-N-HIT
Serial Number:	85357588	ECO-BALL
Serial Number:	85511652	SUPER STAR BATTER

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
Phone: 6172390746  
Email: kouimet@edwardswildman.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Kristine L Ouimet, Senior Paralegal  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Wildman Palmer LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	202164.0027
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	03/09/2012

Total Attachments: 7  
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## SECURITY AGREEMENT (TRADEMARKS)

**WHEREAS** Franklin Sports, Inc. (the "Pledgor"), a Delaware corporation whose principal place of business is located at 17 Campanelli Parkway, Stoughton, Massachusetts is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** Pledgor has entered into that certain Amended and Restated Credit and Security Agreement dated as of January 15, 2003 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") between the Pledgor and Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation) (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of March, 2012.

FRANKLIN SPORTS, INC.

By: 

Name:

LARRY J. FRANKLIN

Title:

PRESIDENT

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)

By: \_\_\_\_\_

Name: Christopher M. O'Halloran

Title: Senior Vice President

TRADEMARK

REEL: 004732 FRAME: 0327

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of March, 2012.

FRANKLIN SPORTS, INC.

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

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)

By: \_\_\_\_\_  
Name: Christopher M. O'Halloran  
Title: Senior Vice President

**SCHEDULE A**

UNITED STATES REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Owner</b>
Roll-A-Goal	2876915	Franklin Sports, Inc.
Studz	2921356	Franklin Sports, Inc.
Hoops To Go	2930805	Franklin Sports, Inc.
Shot Zone	2930806	Franklin Sports, Inc.
Learn to Play	2930807	Franklin Sports, Inc.
Syntex	2930833	Franklin Sports, Inc.
Aero-Strike	2938028	Franklin Sports, Inc.
Oral-Armor	2939907	Franklin Sports, Inc.
Sundance	2946129	Franklin Sports, Inc.
Air Force	2967888	Franklin Sports, Inc.
Shag-Bag	2968762	Franklin Sports, Inc.
Innernet	2994867	Franklin Sports, Inc.
Tri-Curve	3001952	Franklin Sports, Inc.
Dura-Bond	3004380	Franklin Sports, Inc.
Starflight	3022144	Franklin Sports, Inc.
Batting Tee To Go	3020631	Franklin Sports, Inc.
Hard Sock	3020653	Franklin Sports, Inc.
Night Lightning	3020655	Franklin Sports, Inc.
Prizoom	3020962	Franklin Sports, Inc.
Fold-N-Go	3024677	Franklin Sports, Inc.
Crossfire	3023515	Franklin Sports, Inc.
Groove	3028093	Franklin Sports, Inc.
Spiralace	3028109	Franklin Sports, Inc.
Field Master	3028117	Franklin Sports, Inc.
Grip Rite	3031879	Franklin Sports, Inc.



Pro Flex	3045403	Franklin Sports, Inc.
Gridiron	3072010	Franklin Sports, Inc.
Insta-Set	3086674	Franklin Sports, Inc.
Crossfire (2)	3087656	Franklin Sports, Inc.
Sock'R	3092383	Franklin Sports, Inc.
BX Beach Extreme	3108158	Franklin Sports, Inc.
Groove (2)	3119861	Franklin Sports, Inc.
Optima (2)	3128157	Franklin Sports, Inc.
Power Bounce	3131181	Franklin Sports, Inc.
Zero Gravity Sports	3149851	Franklin Sports, Inc.
CFS Contour Fit System	3299748	Franklin Sports, Inc.
Markerball	3303605	Franklin Sports, Inc.
Adjust-A-Hit	3332178	Franklin Sports, Inc.
Uniforce	3332071	Franklin Sports, Inc.
2 <sup>nd</sup> -Skinz	3330274	Franklin Sports, Inc.
Girls Rock	3337292	Franklin Sports, Inc.
Tee Topper	3337394	Franklin Sports, Inc.
Europa	3343765	Franklin Sports, Inc.
Uniforce	3389829	Franklin Sports, Inc.
Gofquet	3402611	Franklin Sports, Inc.
Chux!	3402655	Franklin Sports, Inc.
Three Strikes	3409918	Franklin Sports, Inc.
Fling-Shots	3437220	Franklin Sports, Inc.
Power-Blast	3469164	Franklin Sports, Inc.
Soft-Toss	3481955	Franklin Sports, Inc.
Neo-Grip	3485966	Franklin Sports, Inc.
2 <sup>nd</sup> -Skinz	3495735	Franklin Sports, Inc.
Slide Action	3505855	Franklin Sports, Inc.

Jam N Fold	3509124	Franklin Sports, Inc.
Spider-Tech	3517645	Franklin Sports, Inc.
Air Tech	3520612	Franklin Sports, Inc.
Pre-Game	3535085	Franklin Sports, Inc.
The DH	3562385	Franklin Sports, Inc.
Flexpro	3603155	Franklin Sports, Inc.
Li'l Champs	3630117	Franklin Sports, Inc.
FSI	3636009	Franklin Sports, Inc.
Tempo-Trainer	3673912	Franklin Sports, Inc.
Quad-Flex	3684251	Franklin Sports, Inc.
Kool-Breeze	3696803	Franklin Sports, Inc.
How Confidence Feels	3782443	Franklin Sports, Inc.
Street Extreme	3810167	Franklin Sports, Inc.
Shok-Sorb	3830831	Franklin Sports, Inc.
Slurv-Ball	3884553	Franklin Sports, Inc.
Grip-Tech	3891280	Franklin Sports, Inc.
Spacelace	3999755	Franklin Sports, Inc.
The Natural	4012675	Franklin Sports, Inc.
Neo Classic	4012676	Franklin Sports, Inc.
Street Tech	4022873	Franklin Sports, Inc.

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Serial Number	Owner
Stay-Fit	77/654801	Franklin Sports, Inc.
Primal	85/228148	Franklin Sports, Inc.
Pitch-N-Hit	85/357581	Franklin Sports, Inc.
Whistle Whiffer	85/402015	Franklin Sports, Inc.
Playbook	85/444026	Franklin Sports, Inc.

Pro-Spike	85/444035	Franklin Sports, Inc.
Buzzer Beater	85/444071	Franklin Sports, Inc.
Tecnic	85/483955	Franklin Sports, Inc.
Glomax	85/499603	Franklin Sports, Inc.
Pro-Formance	85/511563	Franklin Sports, Inc.
Go-Pro	85/511620	Franklin Sports, Inc.
Step-N-Hit	85/557076	Franklin Sports, Inc.
Eco-Ball	85/357588	Franklin Sports, Inc.
Super Star Batter	85/511652	Franklin Sports, Inc.