

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Prince Sports, LLC,		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

**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 Association: UNITED STATES

**PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Registration Number:	2052797	VIKING
Registration Number:	2055342	V
Registration Number:	2413195	TRIPLE THREAT
Registration Number:	2102614	THUNDER
Registration Number:	3309726	SPEEDPORT
Registration Number:	2732967	SOVEREIGN
Registration Number:	2428951	SHOCK ERASER
Registration Number:	3437956	RECOIL
Serial Number:	85241581	REBEL
Registration Number:	1300735	PROBLEND
Registration Number:	3029826	PRINCE RULE THE COURT
Registration Number:	2972343	PRINCE RULE THE COURT
Registration Number:	1049720	PRINCE
Registration Number:	1233680	PRINCE

**TRADEMARK**

Registration Number:	1284452	PRINCE
Registration Number:	1290202	PRINCE
Registration Number:	1352974	PRINCE
Registration Number:	1462052	PRINCE
Registration Number:	1596440	PRINCE
Registration Number:	1992784	PRINCE
Registration Number:	2702774	PRINCE
Registration Number:	2690808	PRINCE
Registration Number:	1103956	PRINCE
Registration Number:	1290217	PRINCE
Registration Number:	2082484	POWER RING
Registration Number:	3914088	PLAY WITH FIRE
Registration Number:	1307141	P
Registration Number:	2015230	P
Registration Number:	3244735	P
Registration Number:	1175337	P
Registration Number:	3547532	OZONE
Registration Number:	3246132	O3
Registration Number:	3258263	O3
Registration Number:	3309944	O TECH
Registration Number:	2906101	NFS
Registration Number:	2121513	NEOS
Registration Number:	1630967	ENDURANCE
Registration Number:	2104531	EKTELON
Registration Number:	2118113	EKTELON
Registration Number:	0976308	EKTELON
Registration Number:	1202163	EKTELON
Registration Number:	3954782	DURATRED
Registration Number:	2810295	DURATAC
Registration Number:	2120034	DURAFLEX
Registration Number:	3181308	DIABLO
Registration Number:	2878271	BANDIT
Registration Number:	2730426	AIR+
Registration Number:	2548558	
Registration Number:	1210697	

4077247

**CORRESPONDENCE DATA**

Fax Number: 8322393600

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 832-239-3828

Email: aliou@JonesDay.com, pcyingier@jonesday.com

Correspondent Name: H. Albert Liou

Address Line 1: 717 Texas Avenue, Suite 3300

Address Line 2: JONES DAY

Address Line 4: Houston, TEXAS 77002

**ATTORNEY DOCKET NUMBER:**

601755-185043-PRINCE/KEY

**NAME OF SUBMITTER:**

H. Albert Liou

**Signature:**

/H. Albert Liou/

**Date:**

07/25/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between Prince Sports, LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

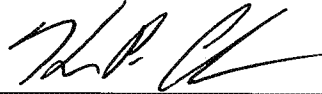
Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRINCE SPORTS, LLC

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

Name: Kevin Clarke  
Title: Secretary, CFO & COO of Prince Sports  
Acquisition Holdings Corp., sole member of Prince  
Sports, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

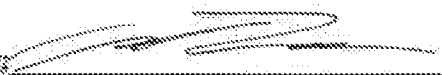
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRINCE SPORTS, LLC

By: \_\_\_\_\_  
Name: Kevin Clarke  
Title: Secretary, CFO & COO of Prince  
Sports Acquisition Holdings  
Corp., sole member of Prince  
Sports, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Ari Deutchman  
Title: Vice President

## to Trademark Security Agreement

Trademark	Application No.	Application Date	Registration No.	Registration Date
VIKING	75117869	12-Jun-96	2052797	15-Apr-97
V	75117871	12-Jun-96	2055342	22-Apr-97
TRIPLE THREAT	75731554	16-Jun-99	2413195	12-Dec-00
THUNDER	75020824	16-Nov-95	2102614	7-Oct-97
SPEEDPORT	78878600	8-May-06	3309726	9-Oct-07
SOVEREIGN	76272270	15-Jun-01	2732967	1-Jul-03
SHOCK ERASER	75759056	23-Jul-99	2428951	13-Feb-01
RECOIL	78776832	20-Dec-05	3437956	27-May-08
REBEL	85241581	14-Feb-11		
PROBLEND	73450672	31-Oct-83	1300735	16-Oct-84
PRINCE RULE THE COURT	76557975	22-Oct-03	3029826	13-Dec-05
PRINCE RULE THE COURT	76557976	22-Oct-03	2972343	19-Jul-05
PRINCE	73067890	3-Nov-75	1049720	5-Oct-76
PRINCE	73353202	5-Mar-82	1233680	5-Apr-83
PRINCE	73421464	14-Apr-83	1284452	3-Jul-84
PRINCE	73422861	22-Apr-83	1290202	14-Aug-84
PRINCE	73502433	4-Oct-84	1352974	6-Aug-85
PRINCE	73651545	26-Mar-87	1462052	20-Oct-87
PRINCE	73815063	26-Jul-89	1596440	15-May-90
PRINCE	74653460	29-Mar-95	1992784	13-Aug-96
PRINCE	75372346	14-Oct-97	2702774	1-Apr-03
PRINCE	76416273	3-Jun-02	2690808	25-Feb-03
PRINCE	73156499	25-Jan-78	1103956	10-Oct-78
PRINCE	73424490	4-May-83	1290217	14-Aug-84
POWER RING	75085994	8-Apr-96	2082484	22-Jul-97
PLAY WITH FIRE	85066688	18-Jun-10	3914088	1-Feb-11
P	73422860	22-Apr-83	1307141	27-Nov-84
P	74731281	19-Sep-95	2015230	12-Nov-96
P	78930587	17-Jul-06	3244735	22-May-07
P	73210442	5-Apr-79	1175337	27-Oct-81
OZONE	77158727	17-Apr-07	3547532	16-Dec-08
O3	78490149	27-Sep-04	3246132	29-May-07
O3	78919775	29-Jun-06	3258263	3-Jul-07
O TECH	78943022	2-Aug-06	3309944	9-Oct-07
NFS	76565821	28-Nov-03	2906101	30-Nov-04
NEOS	75207969	4-Dec-96	2121513	16-Dec-97
ENDURANCE	73771798	27-Dec-88	1630967	8-Jan-91



<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
EKTELON	74637267	22-Feb-95	2104531	14-Oct-97
EKTELON	75241633	13-Feb-97	2118113	2-Dec-97
EKTELON	72448105	8-Feb-73	0976308	8-Jan-74
EKTELON	73293936	22-Jan-81	1202163	20-Jul-82
DURATRED	85121990	2-Sep-10	3954782	3-May-11
DURATAC	76497770	14-Mar-03	2810295	3-Feb-04
DURAFLEX	75241013	11-Feb-97	2120034	9-Dec-97
DIABLO	76552466	25-Sep-03	3181308	5-Dec-06
BANDIT	76344373	4-Dec-01	2878271	31-Aug-04
AIR+	76350629	20-Dec-01	2730426	24-Jun-03
(Device Only)	75829445	21-Oct-99	2548558	12-Mar-02
(Device Only)	73294006	22-Jan-81	1210697	28-Sep-82
(Device Only)	85355423	24-Jun-11	4077247	27-Dec-11