

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prince Sports, LLC		05/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	1 Independence Center 101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
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	
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	
Registration Number:	1284452	PRINCE	
Registration Number:	1290202	PRINCE	
Registration Number:	1352974	PRINCE	
Registration Number:	1462052	PRINCE	
Registration Number:	1596440	PRINCE	
Registration Number:	1992784	PRINCE	
TRADEMARK			

OP \$1240.00 2052797

Property Type	Number	Word Mark
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:	976308	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:	2548558	
Registration Number:	1210697	
Registration Number:	4077247	
Serial Number:	85241581	REBEL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 28255

TRADEMARK

REEL: 005293 FRAME: 0851

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	06/02/2014
Total Attachments: 6 source=Second Lien Trademark Security Agreement (Prince) (Executed)#page1.tif source=Second Lien Trademark Security Agreement (Prince) (Executed)#page2.tif source=Second Lien Trademark Security Agreement (Prince) (Executed)#page3.tif source=Second Lien Trademark Security Agreement (Prince) (Executed)#page4.tif source=Second Lien Trademark Security Agreement (Prince) (Executed)#page5.tif source=Second Lien Trademark Security Agreement (Prince) (Executed)#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Prince Sports, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 27, 2014

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 1 Independence Center, 101 N. Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 27, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 27, 2014, is made by Prince Sports, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

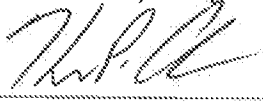
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

PRINCE SPORTS, LLC, Grantor

By: 

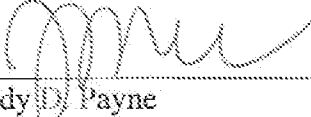
Name: Kevin Clarke

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005293 FRAME: 0856

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

By: 
Name: Judy D. Payne
Title: Vice President

SCHEDULE A

Trademark	Serial No.	Filing Date	Reg. No.	Reg. 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
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
(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

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