

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP MORGAN CHASE BANK , N.A.		12/11/2007	A NATIONAL BANKING ASSOCIATION (AS SUCCESSOR IN INTEREST TO BANK ONE, N.A.):

**RECEIVING PARTY DATA**

Name:	MIKEN SPORTS, LLC
Street Address:	415 EAST SOUTH STREET
City:	CALEDONIA
State/Country:	MINNESOTA
Postal Code:	55921
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2566185	VELOCITE
Registration Number:	2702048	M
Registration Number:	2706499	MIKEN
Registration Number:	2654210	E-FLEX TECHNOLOGY
Registration Number:	2654211	HYBRID-X
Registration Number:	2833651	INTENSIT-E
Registration Number:	2799219	E-FLEX ULTRA TECHNOLOGY
Registration Number:	2821799	FREAK
Registration Number:	2859026	M-PULSE
Serial Number:	78317658	ZONE
Registration Number:	3003685	CARBON X SHELL
Registration Number:	3096568	BURN

OP \$415.00 2566185

Registration Number:	3110225	MANIAC
Serial Number:	78428433	MENACE
Serial Number:	78428439	SCREAM
Registration Number:	2702052	MIKEN

**CORRESPONDENCE DATA**

Fax Number: (212)245-3009

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-519-5192

Email: skaplan@kanekessler.com

Correspondent Name: Susan S. Kaplan

Address Line 1: 1350 Avenue of the Americas

Address Line 2: Kane Kessler, P.C.

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	4902-59
NAME OF SUBMITTER:	Susan S. Kaplan
Signature:	/susan s. kaplan/
Date:	12/20/2007

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of August 8, 2007, from JPMORGAN CHASE BANK, N.A., a national banking association (as successor in interest to BANK ONE, N.A.), as Secured Party (the "Secured Party") for certain banks and other financial institutions (the "Lenders"), to MIKEN SPORTS, LLC, a Delaware limited liability company ("Debtor").

**WITNESSETH:**

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of March 25, 2003, made by the Debtor in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Debtor to the Secured Party and the Lenders in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 10, 2004, among the Secured Party and the Debtor (the "Trademark Security Agreement"), the Debtor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Secured Party specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 7, 2005, at Reel 3040 and Frame 0530; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning provided by reference in the Trademark Security Agreement and shall include all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned ~~has~~ executed this Termination and Release by its duly authorized officer as of ~~November~~ <sup>DECEMBER</sup> 2007.

JPMORGAN CHASE BANK, N.A.  
as Secured Party

By:   
Name: Kevin Padgett  
Title: Vice President

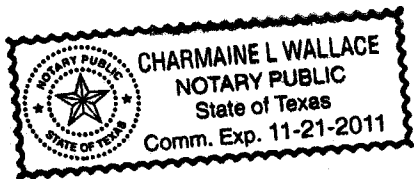
STATE OF Texas )  
 )  
COUNTY OF Dallas )

ss.:

On this 11 day of December, 2007, before me personally appeared Kevin Fodgett to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Charmaine L. Wallace  
Notary Public

(Affix Seal Below)



Schedule A

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
VELOCITE	2,566,185
M	2,702,048
MIKEN	2,706,499
E-FLEX TECHNOLOGY	2,654,210
MIKEN	2,702,052
HYBRID-X	2,654,211
INTENSIT-E	2,833,651
E-FLEX ULTRA TECHNOLOGY	2,799,219
FREAK	2,821,799
M-PULSE	2,859,026
ZONE	78/317,658
CARBON X SHELL	3,003,685
BURN	3,096,568
MANIAC	3,110,225
MENACE	78/428,433
SCREAM	78/428,439