# CH \$190.00 7352

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM302788

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Amended and Restated Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		04/24/2014	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Out Rage, LLC
Street Address:	62 WALNUT STREET
Internal Address:	FLOOR 3
City:	WELLESLEY HILLS
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark			
Serial Number:	73527882	ROCKY MOUNTAIN			
Serial Number:	78780071	RAGE			
Serial Number:	85739924	LEADING THE EVOLUTION IN LETHAL TECHNOLO			
Serial Number:	85646876	FERADYNE OUTDOORS			
Serial Number:	85779975	HYPODERMIC			
Serial Number:	85779978	LIGHT 'EM UP			
Serial Number:	85207248	NOCKTURNAL			

## **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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

US Mail.

**Phone:** 2123108000

**Email:** brian.lee@weil.com

Correspondent Name: Bill Chan

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	74794.0031
NAME OF SUBMITTER:	Bill Chan

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SIGNATURE:	/Bill Chan/		
<b>DATE SIGNED:</b> 04/28/2014			
Total Attachments: 3			
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TRADEMARK REEL: 005269 FRAME: 0171

## RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of April 24, 2014, is made by **FIFTH THIRD BANK**, an Ohio banking corporation, in its capacity as Agent for the benefit of the Secured Creditors ("Agent"), and is as follows:

WHEREAS, OUT RAGE, LLC, a Delaware limited liability company ("Debtor"), and Agent are parties to that certain Trademark Security Agreement dated as of May 16, 2013, which was recorded with The United States Patent and Trademark Office on May 28, 2013 in its records at Reel 5036, Frame 0323, as amended and restated in its entirety by that certain Amended and Restated Trademark Security Agreement dated as of December 20, 2013, which was recorded with The United States Patent and Trademark Office on January 29, 2014, in its records at Reel 5203, Frame 0641 (collectively, the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to Agent a security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (except as provided in the Agreement), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark", and collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all of Debtor's rights corresponding to each of the Trademarks throughout the world; (f) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; (g) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing; and

WHEREAS, Agent desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby fully and finally releases and terminates (i) its security interest (for the benefit of Secured Creditors) and other rights, title and interest, if any, in, to and under the Trademark Collateral and (ii) any and all other rights it (for the benefit of Secured Creditors) may have under the Agreement. Agent agrees to execute and deliver such further instruments and take or cause to be taken other or further action as Debtor may reasonably request in order to perfect, confirm or evidence such release.

[Signature Page Follows]

TRADEMARK
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IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK, as Agent

Steven M. Kuhn, Vige

SIGNATURE PAGE TO
RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(Out Rage, LLC)

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# SCHEDULE I Trademarks and Licenses

# **Registered/Pending Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Liens/Status/Title
ROCKY MOUNTAIN	73/527,882	03-20-1985	1,363,569	10-01-1985	
RAGE	78/780,071	12-23-2005	3,314,168	10-16-2007	
LEADING THE EVOLUTION IN THE LETHAL TECHNOLOGY	85/739,924	09-27-2012	Pending	Pending	
FERADYNE OUTDOORS	85/646,876	06-08-2012	Pending	Pending	
HYPODERMIC	85/779,975	11-15-012	Pending	Pending	
LIGHT 'EM UP	85/779,978	11-15-2012	Pending	Pending	
NOCKTURNAL	85/207,248	12-29-2010	3,997,742	07-19-2011	At all times on and after the DoubleTake Archery Transfer Date.

# **Common-law Trade Names and Trademarks**

None.

# **Trademark License Rights**

NOCKTURNAL	85/207,248	12-29-2010	3,997,742	At all times prior to the DoubleTake Archery Transfer Date.
				Exclusive License, Recorded at Reel/Frame: 4696/0296 Execution Date: 12/29/2011; Recorded: 01/11/2012 Licensor: DoubleTake Archery LLC and Stuart Minica Licensee: Out Rage, LLC

TRADEMARK
RECORDED: 04/28/2014 REEL: 005269 FRAME: 0174