# OP \$665.00 3229403

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM310086

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as Agent		07/02/2014	national banking association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Ranger Boats, LLC	
Street Address:	927 Highway 178 North	
City:	Flippin	
State/Country:	ARIZONA	
Postal Code:	72634	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

**PROPERTY NUMBERS Total: 26** 

Property Type	Number	Word Mark	
Registration Number:	3229403	GHOST	
Registration Number:	3086203	HIGHEST QUALITY STRONGEST PERFORMING	
Registration Number:	3082741	BANSHEE	
Registration Number:	3072120	REATA	
Registration Number:	2968234	RANGER CUP	
Registration Number:	2964382	RANGER BOATS ROAD ARMOR EQUIPPED	
Registration Number:	2964381	ROAD ARMOR EQUIPPED	
Registration Number:	2944894	SIGNATURE QUALITY BY THE RANGER FAMILY	
Registration Number:	2893150	RANGER CUP	
Registration Number:	2869243	ONE PIECE FEEL INTERLOC CONSTRUCTION	
Registration Number:	2869244	RANGER FIVE STAR ADVANTAGE	
Registration Number:	2869242	ZONE TEMPERED FIBERGLASS LAYUP	
Registration Number:	2866603	SRS SOFT RIDE SEATING	
Registration Number:	2811862	CONTROL POST	
Registration Number:	2698587	RITE-TRACK KEEL	
Registration Number:	2588389	RITE TRACK KEEL	
Registration Number:	2409429	BAY RANGER	
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Property Type	Number	Word Mark
Registration Number:	2321755	COMANCHE
Registration Number:	2137276	CAYMAN
Registration Number:	2083193	COOL HUB
Registration Number:	1417385	
Registration Number:	1135100	RANGER
Registration Number:	1128240	RANGER TRAIL
Registration Number:	0902091	RANGER
Registration Number:	3199447	DRI-LATCH
Registration Number:	2474992	RANGER

#### CORRESPONDENCE DATA

**Fax Number:** 9192868199

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.

**Phone:** 919 286-8000

**Email:** PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-85
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	07/09/2014

#### **Total Attachments: 4**

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> TRADEMARK REEL: 005319 FRAME: 0151

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 2, 2014 ("Release"), is made by Wells Fargo Bank, National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as agent ("Agent"), in favor of Ranger Boats, LLC, a Delaware limited liability company ("Debtor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 6, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Debtor, Agent, and others party thereto, the Trademark Collateral Assignment and Security Agreement dated as August 6, 2010 ("Trademark Security Agreement") by and among the Debtor and Agent, and the Assignment of Security Interest in Trademarks dated as of February 21, 2013 ("Lien Assignment") by and among Agent and Burdale Capital Finance, Inc., Debtor granted to the Agent, for itself and on behalf of each Secured Party, a continuing security interest in and a general lien upon, and a conditional collateral assignment of, Debtor's Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on September 7, 2010 at Reel 4273 Frame 0287; and

WHEREAS, the Lien Assignment was recorded at the USPTO on February 21, 2013 at Reel 4972 Frame 0177.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, for itself and on behalf of each Secured Party, and Debtor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or Trademark Security Agreement.
- SECTION 2. <u>Termination and Release</u>. Agent, for itself and on behalf of each Secured Party, hereby:
- (a) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, collateral assignment, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under (and reassigns to Debtor, if applicable) Debtor's Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and
  - (b) authorizes the recordation of this Release with the USPTO at Debtor's expense.

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IN WITNESS WHEREOF, the Agent, for itself and on behalf of each Secured Party, has caused this Termination and Release of Security Interest in Trademark to be duly executed as of the date first set forth above.

Agent:

Wells Fargo Bank National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as agent

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[Signature page to Trademarks Release - Ranger]

## Schedule A

# Ranger Boats, LLC (Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by Ranger Boats, LLC
In Favor of Burdale Capital Finance, Inc.
Recorded August 6, 2010 at Reel 4273 Frame 0287
Security Interest Assigned In Favor of Wells Fargo Bank, National Association
Recorded February 21, 2013 at Reel 4972 Frame 0177

## Registered Marks

Mark	Reg. No.	Reg. Date
GHOST	3229403	04/17/07
HIGHEST QUALITY STRONGEST PEFORMING and	3086203	04/25/06
Design		
BANSHEE	3082741	04/18/06
REATA	3072120	03/21/06
RANGER CUP and Design	2968234	07/12/05
RANGER BOATS ROAD ARMOR EQUIPPED and Design	2964382	06/28/05
ROAD ARMOR EQUIPPED	2964381	06/28/05
SIGNATURE QUALITY BY THE RANGER FAMILY and	2944894	04/26/05
Design		
RANGER CUP and Design	2893150	10/12/04
ONE PIECE FEEL INTERLOC CONSTRUCTION and	2869243	08/03/04
Design		
RANGER FIVE STAR ADVANTAGE and Design	2869244	08/03/04
ZONE TEMPERED FIBERGLASS LAYUP and Design	2869242	08/03/04
SRS SOFT RIDE SEATING and Design	2866603	07/27/04
CONTROL POST	2811862	02/03/04
RITE-TRACK KEEL	2698587	03/18/03
RITE TRACK KEEL and Design	2588389	07/02/02
BAYRANGER	2409429	11/28/00
COMANCHE	2321755	02/22/00
CAYMAN	2137276	02/17/98
COOL HUB	2083193	07/29/97
Design only	1417385	11/18/86
RANGER	1135100	05/13/80
RANGER TRAIL	1128240	12/25/79
RANGER	0902091	11/10/70
DRI-LATCH	3199447 <sup>4</sup>	01/16/07
RANGER	2474992 <sup>5</sup>	08/07/01

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<sup>&</sup>lt;sup>4</sup> Cancelled

<sup>&</sup>lt;sup>5</sup> Cancelled TRII\883531v3

# Foreign Trademarks

Country	Mark	App. No.	Reg. No.
Canada	COMANCHE	1029822	547497
Canada	RANGER	781762	456147
China P.R.	RANGER	9900036994	1445373
Community	RANGER	1090299	1090299
Trademark			
Japan	RANGER	882426	4244395
Mexico	RANGER	375089	719258
Romania	RANGER	0606044	79438
Venezuela	RANGER	6957	

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RECORDED: 07/09/2014

TRADEMARK
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