# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM346555

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Security Interest in Trademark Rights

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/10/2015	Bank: OHIO

## **RECEIVING PARTY DATA**

Name:	Leadville Trail 100 Inc.
Street Address:	2902 Corporate Place
City:	Chanhassen
State/Country:	MINNESOTA
Postal Code:	55317
Entity Type:	CORPORATION: COLORADO

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3474602	LEADVILLE TRAIL 100
Registration Number:	3451978	100
Registration Number:	3411384	THE RACE ACROSS THE SKY

## **CORRESPONDENCE DATA**

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

**Correspondent Name:** Dwayne C. Houston

1025 Vermont Avenue NW, Suite 1130 Address Line 1:

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F156371 NAME OF SUBMITTER: Sonya Jackman **SIGNATURE:** /Sonya Jackman/ **DATE SIGNED:** 07/01/2015

**Total Attachments: 4** 

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#### RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of June 10, 2015 (this "Release"), is made by U.S. BANK NATIONAL ASSOCIATION (the "Assignor"), in its capacity as administrative agent under that certain Third Amended and Restated Credit Agreement, dated as of June 30, 2011 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of Leadville Trail 100 Inc. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

# WITNESSETH:

WHEREAS, the Assignor and the Assignee are parties to those certain Security Agreements, dated as of April 15, 2005 and June 30, 2011;

WHEREAS, the Assignor and the Assignee are parties to that certain Notice of Security Interest in U.S. Trademarks dated as of July 13, 2011 and recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on July 19, 2011 at Reel/Frame 4585/0848 (the "Notice of Security Interest");

WHEREAS, the Assignor and the Assignee are parties to that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of July 24, 2013 and recorded with the USPTO on July 24, 2013 at Reel/Frame 5077/0331 (the "Grant of Security Interest);

WHEREAS, pursuant to the Notice of Security Interest, the Assignee granted to the Assignor a continuing security interest in, and a continuing lien upon, all of the trademarks and trademark applications set forth on Schedule 1 hereto (the "Trademarks") together with the goodwill of the business with which such Trademarks are associated (the "Trademark Liens");

WHEREAS, pursuant to the Grant of Security Interest, the Assignee granted to the Assignor all of the Assignee's right, title and interest in and to the items set forth on Schedule 2 hereto (the "Other Trademarks") together with all proceeds of such Other Trademarks, the goodwill associated with such Other Trademarks and all causes of action arising prior to or after the date of the Grant of Security Interest for infringement of such Other Trademarks or unfair competition regarding the same (collectively, the "Other Trademark Liens" and together with the Trademark Liens, the "Trademark Collateral");

WHEREAS, the Assignor as of the date hereof no longer has any right, title or interest in, to and under the Trademark Collateral; and

WHEREAS, the Assignee desires that the Assignor terminate and release its continuing security interest in and lien on the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or

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recourse of any kind, its continuing security interest in and lien on the Trademark Collateral, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in, to and under the Trademark Collateral.

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative or representatives, as the case may be, to record this Release with the USPTO. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Assignee's sole expense.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF this Release of Security Interest in Trademark Rights has been duly executed as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION, as Assignor

Bv:

Name: Title:

[Signature Page to Trademark Release]

# **SCHEDULE 2**

# to

# RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

# **OTHER TRADEMARKS**

Reel/Frame 5077/0331

Registrant: LEADVILLE TRAIL 100 INC.

Trademark	Registration No.	Registration  Date
100	3451978	6/24/2008
LEADVILLE TRAIL 100	3474602	7/29/2008
THE RACE ACROSS THE SKY	3411384	4/15/2008

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**RECORDED: 07/01/2015**