

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383202

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America		05/04/2016	National Banking Association: TEXAS

RECEIVING PARTY DATA

Name:	Outdoor Direct Corporation
Street Address:	300 Athens Brick Road
City:	Athens
State/Country:	TEXAS
Postal Code:	75751
Entity Type:	Corporation: TEXAS
Name:	Q-Beam Corporation
Street Address:	300 Athens Brick Road
City:	Athens
State/Country:	TEXAS
Postal Code:	75751
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2600421	Q-BEAM SPOT/FLOOD
Registration Number:	1049479	Q-BEAM
Registration Number:	4030886	ARMORMAX
Registration Number:	4695621	BIG MAX
Registration Number:	1240165	BLACK MAX
Registration Number:	1171099	BLUE MAX
Registration Number:	1147585	FISH ATTRACTOR
Registration Number:	2036280	GLOW GRIP
Registration Number:	3420378	GO-LED
Registration Number:	2131523	LEGEND
Registration Number:	3745644	LITE STICK
Registration Number:	1567003	MAGNUM MAX
Registration Number:	1919542	MAXFIRE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4375324	MAXFIRE
Registration Number:	1565777	MAXSTAR
Registration Number:	1474878	MICRO-MAX
Registration Number:	2376021	NEXSTAR
Registration Number:	1911251	PRO GRIP
Registration Number:	1658148	PRO-MAX
Registration Number:	2689337	REBEL
Registration Number:	2361642	SUPER SPOT
Registration Number:	1720085	TRI-MAX
Registration Number:	1567004	TROUBLE SHOOTER
Registration Number:	4030887	TUFFMAX
Serial Number:	76548626	MAGNUM MAXFIRE

CORRESPONDENCE DATA

Fax Number: 4237566518
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: 423/756-8400
Email: mbrownfield@gkhpc.com
Correspondent Name: Mathew D. Brownfield
Address Line 1: 633 Chestnut Street
Address Line 2: 9th Floor
Address Line 4: Chattanooga, TENNESSEE 37450-0900

NAME OF SUBMITTER:	Mathew D. Brownfield
SIGNATURE:	/Mathew D. Brownfield/
DATE SIGNED:	05/05/2016

Total Attachments: 7

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- source=EXECUTED RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL#page2.tif
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**RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK
COLLATERAL**

This RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL (this "*Release*") is made as of _____ (the "*Effective Date*") by Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "*Agent*") pursuant to the Amended and Restated Credit Agreement dated as of March 9, 2012 (as from time to time amended, restated, supplemented or otherwise modified (the "*Credit Agreement*"), in favor of Outdoor Direct Corporation, a Texas corporation formerly known as The Brinkmann Corporation ("*Outdoor Direct Corporation*"), as Chapter 11 debtor in possession, and Q-Beam Corporation, a Texas corporation, as Chapter 11 debtor in possession (each individually, a "*Grantor*", and collectively, the "*Grantors*"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to same in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of and conditions of that certain Amended and Restated Intellectual Property Security Agreement dated as of March 9, 2012 (as from time to time amended, restated, supplemented or otherwise modified), by and among, the Grantors, certain other affiliates of the Outdoor Direct Corporation and the Agent (the "*Security Agreement*"), the Grantors granted to the Agent a security interest in and to, among other things, all of such Grantors' respective rights, title and interest in the patents and trademarks set forth on Schedule A attached hereto; and

WHEREAS, pursuant to the Order as to Debtors Outdoor Direct Corporation F/K/A The Brinkmann Corporation and Q-Beam Corporation (A) Approving Asset Purchase Agreement and Authorizing the Sale of the Debtors' Intellectual Property; (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Rights, Encumbrances and Other Interest Pursuant to the Bankruptcy Code Sections 105, 363(b), 363(f) and 363(m), entered by the United States Bankruptcy Court for the District of Delaware on April 15, 2016 (Case No. 15-12080); and (C) Granting Related Relief, Agent now desires to release its lien on and security interest in the collateral described in Schedule A (the "*Collateral*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby covenant and agree with the as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

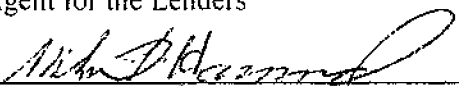
SECTION 2. Release of Security Interest in Patent and Trademark Collateral.

Agent hereby absolutely, unconditionally and irrevocably terminates, releases, and discharges its lien on and security interest in the Collateral described in Schedule A granted pursuant to the Security Agreement, and hereby reassigns to Grantors all such right, title, and interest Agent may have (if any) in and to the Collateral pursuant to the Security Agreement.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America or her delegate to record this Release against the Collateral. The Agent hereby represents and warrants that it has full authority to execute and deliver this Release.

IN WITNESS WHEREOF, Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.,
as Agent for the Lenders

By: 
Name: Michael J. Hammond
Title: SVP

**RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK
COLLATERAL**

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**TRADEMARK
REEL: 005786 FRAME: 0739**

**THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - HAND-HELD LIGHTING**

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER
Mini Q-Beam Cordless & Rechargeable	HANDHELD SPOTLIGHT HAVING A BATTERY BY-PASS CIRCUIT	TBC	12/02/99	09/454,129	6,364,504
Q-Beam Max Million 3,000,000 Candlepower	PORTABLE LIGHT HAVING MULTIMODE REFLECTOR	TBC	08/15/05	11/205,837	7,682,038

**THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - HANDHELD LIGHTING**

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER
Mini Q-Beam Halogen Spotlight	SPOTLIGHT	TBC	06/03/99	29/105,907	D436,200
Q-Beam Green Fluorescent Underwater Fishing Light (10")	FISHING LIGHT	TBC	07/19/01	29/145,336	D458,339
Q-Beam 700,000 Candlepower 12 Volt Spotlight	SPOTLIGHT	TBC	08/23/01	29/147,263	D461,266
Q-Beam LED Spotlight with Night Vision (33 LEDs)	SPOTLIGHT	TBC	05/19/10	29/949,937	D645,180

**THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - HAND-HELD LIGHTING**

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Convex Lens Patent	FLASHLIGHT - L.E.D.	TBC	06/25/03	10/606,118	6,932,490	08/23/06
Convex Lens Patent	FLASHLIGHT - L.E.D.	TBC	08/04/05	11/198,409	7,152,993	12/26/06

**THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - HANDHELD LIGHTING**

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	TBC	06/26/98	29/089,979	D414,867	10/05/99
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	TBC	06/26/98	29/089,977	D488,245	04/06/04
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	TBC	06/26/98	29/089,978	D413,401	08/31/99
Mini Q-Beam Halogen Spotlight	SPOTLIGHT	TBC	07/03/99	29/105,907	D436,200	10/09/01
2 AA L.E.D. Flashlight (Tubelight) (and Blue Point LED)	FLASHLIGHT - L.E.D.	TBC	07/25/00	29/125,898	D445,926	07/31/01
Rebel 2AA L.E.D. Flashlight (and with Accessories)	FLASHLIGHT - L.E.D. II	TBC	08/21/01	29/147,128	D463,595	09/24/02
Legend LX Flashlight (& Blue Point Lithium-Snap-On)	FLASHLIGHT	TBC	08/21/01	29/126,938	D463,594	09/24/02
Rebel 2D / 4L E.D. w/Batteries / Rebel 3LED/Xenon	FLASHLIGHT - L.E.D.4	TBC	08/22/03	29/188,750	D495,077	08/24/04
MaxFire Dual Xenon Rechargeable Spotlight	SPOTLIGHT	TBC	01/29/04	29/198,628	D590,155	1/22/104
1-wc-Manilla Propane Lantern	PORTABLE LANTERN	TBC	03/25/04	29/202,181	D503,006	03/15/05
Go-LED	POD LIGHT	TBC	06/29/06	29/262,456	D567,994	04/29/08
Go-LED (Divisional)	POD LIGHT	TBC	02/27/08	29/301,377	D577,458	09/23/08
1 Watt LED Headlamp	HEADLAMP	TBC	06/29/06	29/262,456	D553,277	10/15/07
Flashlight (1 & 3 Watt LED) (Contin)	FLASHLIGHT	TBC	06/28/07	29/288,989	D598,151	08/11/09
Solar-Powered Spotlight	SOLAR-POWERED SPOTLIGHT	TBC	05/21/07	29/288,957	D567,419	04/22/08
Flashlight (3 Watt Aluminum)	FLASHLIGHT	TBC	05/24/07	29/288,029	D580,980	11/04/08

**THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - SOLAR LIGHTING**

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Solar Flashlight	SOLAR-POWERED FLASHLIGHT	TBC	06/21/07	29/288,856	D567,420	04/22/08
Solar-Powered Spotlight	SOLAR-POWERED SPOTLIGHT	TBC	06/21/07	29/288,857	D567,419	04/22/08
Bulket Shaped Spotlight	SOLAR SPOTLIGHT	TBC	07/13/07	29/288,929	D574,532	08/05/08

Domain Name	Account No.	Points To	Private	Folder	Auto Renew	Expiration Date
q-beam.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	2/14/2018

WHOIS Administrative Contact WHOIS Technical Contact Account Holder
The Brinkmann Corporation The Brinkmann Corporation The Brinkmann Corporation