

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wachovia Capital Financial Corporation (Central)	FORMERLY Congress Financial Corporation (2003 Merger into Wachovia Capital Financial Corporation (Central))	05/13/2010	Corporation: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Huffy Corporation
<b>Street Address:</b>	6551 Centerville Business Parkway
<b>City:</b>	Centerville
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45459
<b>Entity Type:</b>	Corporation: OHIO

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	0514533	D DAYTON
Registration Number:	0540150	HUFFY
Registration Number:	0695557	ROYCE UNION
Registration Number:	1219055	SANTA FE
Registration Number:	1393948	OLYMPIA
Registration Number:	1516528	HUFFY SPORTS
Registration Number:	1563004	HUFFY
Registration Number:	1915193	HUFFY TUFF
Registration Number:	1930283	HUFFY TUFF
Registration Number:	2010783	HUFFY ONE ON ONE
Registration Number:	2018352	HUFFY SPORTS
Registration Number:	2037595	DRASTIC
Registration Number:	2306065	ENIGMA
Registration Number:	2316097	SUPERCHARGER
Registration Number:	2318658	BLACKWATER
Registration Number:	2336612	HUFFY
Registration Number:	2352005	HUFFY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2361882	ZEPPELIN
Registration Number:	2370195	MOJAVE GULCH
Registration Number:	2435957	MICRO
Registration Number:	2480363	TANTRUM

**CORRESPONDENCE DATA**

**Fax Number:** 5132416234

*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:** (513) 241-2324

**Email:** ksmith@whe-law.com

**Correspondent Name:** Kathryn E. Smith, Wood Herron & Evans

**Address Line 1:** 441 Vine Street

**Address Line 2:** 2700 Carew Tower

**Address Line 4:** Cincinnati, OHIO 45202

<b>NAME OF SUBMITTER:</b>	Kathryn E. Smith
<b>SIGNATURE:</b>	/Kathryn E. Smith/
<b>DATE SIGNED:</b>	11/23/2016

**Total Attachments: 7**  
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RELEASE AND TERMINATION AGREEMENT

May 13, 2010

Huffy Corporation  
American Sports Design Company  
Huffy Sports Delaware, Inc.  
6551 Centerville Business Parkway  
Centerville, Ohio 45459

Fifth Third Bank, as Agent  
38 Fountain Square Plaza  
MD#10AT63  
Cincinnati, Ohio 45263  
Attn: Steven M. Kuhn, Vice President  
Fax Number: (513) 534-8400

Ladies and Gentlemen:

Wachovia Capital Finance Corporation (Central), in its capacity as agent (in such capacity, "**Agent**") for the Lenders (as defined below), previously entered into financing arrangements with Huffy Corporation ("**Borrower**"), American Sports Design Company ("**American**") and Huffy Sports Delaware, Inc. ("**HSDI**" and together with American, the "**Guarantors**").

In connection with such financing arrangements, Agent and Lenders have made loans and advances (collectively, the "**Loans**") and provided other financial accommodations to Borrower as set forth in the (1) Third Amended and Restated Loan and Security Agreement, dated October 13, 2005, by and among the financial institutions from time to time party thereto as lenders (collectively, "**Lenders**"), Agent, Borrower and Guarantors (as the same may have been amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**") and (2) all other agreements, documents and instruments referred to therein or at any time executed or delivered in connection therewith or related thereto (all of the foregoing, collectively with the Loan Agreement, as each may have been amended, modified, supplemented, extended, renewed, restated or replaced, the "**Financing Agreements**"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement and the other Financing Agreements.

Concurrently herewith, Borrower is (i) entering into financing arrangements with Fifth Third Bank, as agent (in such capacity, "**New Agent**") for the lenders from time to time party to such financing arrangements (collectively, the "**New Lenders**"), and utilizing a portion of the initial secured loans provided by New Lenders to Borrower and Guarantors to repay all of the Obligations (as defined in the Loan Agreement) other than the Continuing Obligations (as defined below), including the Continuing Obligations arising pursuant to or in connection with the letters of credit arranged for by Agent and Lenders for the account of Borrower listed on Exhibit A hereto (collectively, the "**Letters of Credit**").

In addition, concurrently herewith, Borrower is delivering to Agent the Cash Collateral (as defined below) as collateral security for the prompt payment and performance of all Continuing Obligations.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Repayment; Pledge.

(a) Borrower and Guarantors, at their sole cost and expense, shall pay or cause to be paid to Agent, by federal funds wire transfer to the account specified in subsection (b) below, (i) the amount of \$21,287,830.81 (the "**Outstanding Principal Balance**") for application to the Obligations outstanding as of the date hereof, plus (ii) accrued interest and other charges of \$3,505.29 for each day from (and including) the date hereof in the event that the Outstanding Principal Balance is not received by Agent by 12:00 p.m. (Central time) on the date hereof and (iii) the amount of \$770,000 (the "**Cash Collateral**"), which shall be pledged by Borrower to Agent as cash collateral as provided herein. The total amount required to be sent to Agent under this Section 1(a) is referred to herein as the "**Payoff Amount**".

(b) The Payoff Amount shall be sent to the following account of Agent:

Bank: Wells Fargo Bank, N.A.  
ABA No: 053000219  
Account No: 5000000030266  
For Credit to: Congress Financial Corporation (Central)  
Re: Huffly Corporation

2. Releases.

(a) Subject to the terms and conditions contained herein, including, without limitation, Agent's receipt of the Payoff Amount (such date of Agent's confirmed receipt of the Payoff Amount being referred to herein as the "**Payoff Date**"), (i) the Loans shall be deemed paid in full and the financing arrangements relating to the Loans between Borrower, on the one hand, and Agent and Lenders, on the other hand, pursuant to the Financing Agreements are hereby terminated, cancelled and of no further force and effect, except for those provisions of the Financing Agreements relating to the Continuing Obligations and those provisions of the Financing Agreements that by their terms survive the termination thereof, (ii) Agent and Lenders shall have no further obligation to make any Loans or to provide any other financial accommodations, or have any other duties or responsibilities in connection with the Financing Agreements except to allow the continuation of the Letters of Credit (provided, that, Agent and Lenders shall have no obligation to extend the expiration date of any Letter of Credit or agree to any other amendment thereof), (iii) except with respect to the Cash Collateral as provided for in this letter, all security interests in and liens upon any and all properties and assets of Borrower and Guarantors heretofore granted by Borrower or Guarantors to Agent and Lenders pursuant to the Financing Agreements are hereby automatically released and terminated without further action by any person, (iv) Agent shall deliver to New Agent, c/o Vorys, Sater, Seymour and Pease LLP, 221 East Fourth Street, Atrium Two, Suite 2000, Cincinnati, Ohio 45202, Attn: Hani R. Kallas, Esq., any tangible property (other than the Cash Collateral), instrument, stock power, or other document which (1) is an asset of Borrower or any Guarantor physically pledged to Agent as security for the Obligations, (2) has not been previously returned to Borrower or

such Guarantor and (3) is currently in the possession of Agent, and (v) New Agent and Borrower shall be authorized to prepare and file, at no cost or expense to Agent, such UCC-3 termination statement(s), each in form and substance reasonably acceptable to Agent, as may be necessary to evidence such release and termination. Agent agrees to promptly provide to New Agent and Borrower confirmation of Agent's receipt of the Payoff Amount in accordance with this letter.

(b) Borrower and each Guarantor hereby releases, discharges and acquits each Agent and Lender, their respective officers, directors, agents and employees, and its and their respective successors and assigns (individually, each a "*Releasee*" and collectively, the "*Releasees*") from all obligations to Borrower and each Guarantor (and its or their respective successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, of every kind, nature or description, including without limitation, any so-called "lender liability" claims or defenses, whether in law or in equity, suspected or unsuspected, that Borrower or any Guarantor at any time had or has, or that its successors and assigns hereafter can or may have against any Releasee.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein, Borrower and Guarantors are not released from, and Borrower and Guarantors hereby ratify and confirm their continuing liability to Agent and Lenders for, the indefeasible payment and satisfaction in full of the following (collectively, the "*Continuing Obligations*"):

(a) all obligations of Borrower arising pursuant to or in connection with the Letters of Credit, including, without limitation, (i) the obligation to pay Agent or any Lender for amounts paid or payable by Agent or any Lender to the issuer in respect of amounts drawn under any Letter of Credit, which amounts shall be due and payable to Agent, without notice or demand, at the option of Agent, immediately upon any such drawing under such Letter of Credit and (ii) all letter of credit fees, charges and expenses (including bank charges and expenses) accrued and accruing in respect of the Letters of Credit, which fees owing to Agent shall be payable at the rate set forth in the Loan Agreement (as in effect immediately prior to the effectiveness hereof) and shall be due and payable each week;

(b) interest (at the interest rate provided for in the Loan Agreement as in effect immediately prior to the effectiveness hereof) upon all amounts owed to Agent and Lenders in respect of the Letters of Credit or otherwise in respect of the Continuing Obligations, which interest shall accrue from the date of any drawing under the Letters of Credit or such other date on which each such amount is due under the terms of the Financing Agreements as in effect immediately prior to the effectiveness hereof, until Agent has received full and final payment thereof in immediately available funds;

(c) all obligations of Borrower to Agent and Lenders hereunder, including without limitation, the obligations described in Sections 4, 5, and 7 hereof;

(d) any costs and expenses incurred by Agent and Lenders, including, without limitation, attorneys' fees and legal expenses, in connection with the termination of the Financing Agreements and/or the preparation, review, negotiation and/or delivery of this letter or any instruments, documents or instruments contemplated hereunder; and

**REDACTED**

# REDACTED

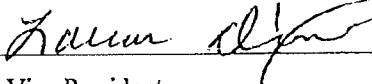
11. Facsimile Signatures. This letter may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, (a) may be relied on by each party and New Agent as if the document were a manually signed original and (b) will be binding on each party for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

12. Counterparts. This letter may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

Very truly yours,

WACHOVIA CAPITAL FINANCE CORPORATION  
(CENTRAL), as Agent and as Lender

By:   
Title: Vice President \_\_\_\_\_

BORROWER

HUFFY CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

GUARANTOR

AMERICAN SPORTS DESIGN COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

HUFFY SPORTS DELAWARE, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_



12. Counterparts. This letter may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

Very truly yours,

WACHOVIA CAPITAL FINANCE CORPORATION  
(CENTRAL), as Agent and as Lender

By: \_\_\_\_\_

Title: \_\_\_\_\_

BORROWER

HUFFY CORPORATION

By: Michael S. Ken

Title: Sr VP / CFO

GUARANTOR

AMERICAN SPORTS DESIGN COMPANY

By: Michael S. Ken

Title: Treasurer

HUFFY SPORTS DELAWARE, INC.

By: Michael S. Ken

Title: Treasurer