# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445591

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		09/25/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	OUT O'SITE, LLC	
Street Address:	2500 East Kearney	
City:	Springfield	
State/Country:	MISSOURI	
Postal Code:	65898	
Entity Type:	Limited Liability Company: MISSOURI	

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3459015	ALUMI-TECH
Registration Number:	3017657	API OUTDOORS
Registration Number:	2134176	API OUTDOORS
Registration Number:	1966396	BABY GRAND
Registration Number:	3439188	G-1
Registration Number:	3439190	G-2
Registration Number:	2614511	GRAND SLAM
Registration Number:	2010948	GRANDSTAND
Registration Number:	3137215	GRANDSTAND SKYPOD
Registration Number:	3184808	GRANDSTAND XLT
Registration Number:	3404641	MASTER
Registration Number:	3404930	PACKMASTER
Registration Number:	3385190	QUIK STIK
Registration Number:	1931604	RAZORHOOK
Registration Number:	2012614	STACKIN' STIK
Registration Number:	3388685	TERRA XL
Registration Number:	3459086	ULTRA-STEEL
Registration Number:	3497917	V-LOCK
Serial Number:	77595212	API OUTDOORS
		TRADEMARK

900423478 **REEL: 006169 FRAME: 0573** 

<u>TRADEMARK</u>

**CORRESPONDENCE DATA** 

**Fax Number:** 3129939767

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:** 3129932647

**Email:** zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	037494-0067
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	10/03/2017

#### **Total Attachments: 3**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of September 25, 2017, from JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent"), for the several banks and other financial institutions (the "Lenders"), party to the Revolving Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (as that term is defined in the Credit Agreement), each of the other grantors party thereto and the Collateral Agent, in favor of OUT O' SITE, LLC, a Missouri limited liability company, located at 2500 East Kearney, Springfield, Missouri 65898 (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to the U.S. Pledge and Security Agreement, dated as of April 12, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Grantor granted a security interest (the "Security Interest") to the Collateral Agent in all Intellectual Property, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights effective as of April 12, 2010, among the Collateral Agent and Grantor (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement), including the Trademarks and Trademark Licenses set forth on <u>Schedule A</u> hereto (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2010 at Reel 4235 and Frame 0855; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By:

Title:

Jennifer Heard Authorized Officer

[Signature Page to Release of Trademarks]

## **SCHEDULE A**

# U.S. Trademark Registrations and Applications

<u>Trademark</u>	Registration/Serial	
	<u>No.</u>	
Alumi-Tech	3459015	
API Outdoors	77/595212	
API Outdoors (and Design)	3017657	
API Outdoors Inc. (and Design)	2134176	
Baby Grand	1966396	
G-1	3439188	
G-2	3439190	
Grand Slam	2614511	
Grandstand	2010948	
Grandstand Skypod	3137215	
Grandstand XLT	3184808	
Master	3404641	
Packmaster	3404930	
Quik Stik	3385190	
Razor Hook	1931604	
Stackin' Stik	2012614	
Terra XL	3388685	
Ultra-Steel	3459086	
V-Lock	3497917	

**RECORDED: 10/03/2017**