

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509806

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		10/09/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	K2 Sports, LLC		
<b>Street Address:</b>	413 Pine Street		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4611670	PLANET EARTH	
<b>Registration Number:</b>	4287127	PLANET EARTH	
<b>Registration Number:</b>	2185219	PLANET EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023545232		
<i>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.</i>			
<b>Phone:</b>	202.808.3570		
<b>Email:</b>	cheryl.suh@kelly-ip.com		
<b>Correspondent Name:</b>	Lynn M. Jordan		
<b>Address Line 1:</b>	1300 19th Street, NW, Suite 300		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	Lynn M. Jordan		
<b>SIGNATURE:</b>	/Lynn M Jordan/		
<b>DATE SIGNED:</b>	02/12/2019		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK  
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of October 9, 2018 ("Effective Date"), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent") in favor of **K2 Sports, LLC**, an Indiana limited liability company, formerly **K2 Corporation**, an Indiana corporation ("K2 US").

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 14, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Lenders party thereto from time to time, Agent, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, and **BMO CAPITAL MARKETS CORP.**, as joint lead arrangers (in such capacity, together with their successors and assigns in such capacity, the "Joint Lead Arrangers") and as joint book runners (in such capacity, together with their successors and assigns in such capacity, the "Joint Book Runners"), **KSKI UK SUB LIMITED**, a company incorporated under the laws of England and Wales with registration number 10810246 ("Parent"), **K2 SPORTS, LLC**, an Indiana limited liability company ("K2 US" and with those additional Persons that become parties thereto as US K2 Borrowers in accordance with the terms thereof, each a "US K2 Borrower", and collectively, jointly and severally, the "US K2 Borrowers"), **MARKER VOLKL USA, INC.**, a New Hampshire corporation ("Marker US" and with those additional Persons that become parties thereto as US MDV Borrowers in accordance with the terms thereof, each a "US MDV Borrower", and collectively, jointly and severally the "US MDV Borrowers"; and together with the US K2 Borrowers, each a "US Borrower" and collectively, "US Borrowers"), **K2 CORPORATION OF CANADA**, a corporation formed under the laws of Ontario, Canada ("K2 Canada" and with those additional Persons that become parties thereto as Canadian K2 Borrowers in accordance with the terms thereof, each a "Canadian K2 Borrower" and individually and collectively, jointly and severally, "Canadian K2 Borrowers" and together with those additional Persons that become parties thereto as Canadian MDV Borrowers in accordance with the terms thereof, each a "Canadian Borrower" and collectively, "Canadian Borrowers"), **K2 SPORTS EUROPE GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich with registration number HRB 194276 ("K2 Sports" and "German K2 Borrower"), **VÖLKL SPORTS GMBH & CO. KG**, a limited partnership (*KG*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRA 1103 ("Volkl Germany"), **MARKER VÖLKL (INTERNATIONAL) SALES GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 10216 ("Marker Germany"), **MARKER DALBELLO VÖLKLSKI GMBH**, a limited liability company (*GmbH*) organized under the laws of Germany registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Straubing with registration number HRB 9990 ("Dalbello Germany", together with Marker Germany and Volkl Germany, the "German MDV Borrowers"; German K2 Borrower and German MDV Borrowers, each a "German Borrower" and collectively the "German Borrowers"), **MADSIUS AS**, a private limited liability company incorporated in Norway with organization no. 914 136 296 ("Norwegian Borrower" and, together with US Borrowers, Canadian Borrowers, and German Borrowers, each a "Borrower" and collectively, "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, reference is made to that certain Amended and Restated Guaranty and Security Agreement, dated as of November 16, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”) by and among K2 US, as a US Grantor, the other US Grantors party thereto, the Guarantors party thereto and Agent;

**WHEREAS**, reference is made to that certain Trademark Security Agreement, dated as of July 14, 2017, which was recorded with the United States Patent and Trademark Office on July 14, 2017 at Reel 6106, Frame 0206, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”), by and among K2 US, Marker Volkl USA Inc. and Agent, pursuant to which K2 US granted to Agent a security interest in all of the K2 US’ right, title and interest in and to its Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

**WHEREAS**, Agent now desires to release its security interest in certain Trademark Collateral of K2 US as set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

1. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Without representation or warranty of any kind or nature, Agent hereby terminates, releases, and discharges its security interest in the following Trademark Collateral (collectively, the “Released Collateral”) granted to Agent pursuant to the Trademark Security Agreement, and reassigns to K2 US all right, title, and interest of Agent in such Released Collateral:

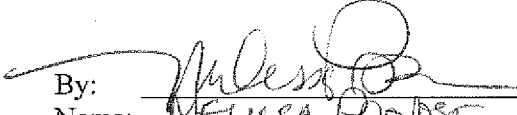
- (a) all of the Trademarks referred to on Schedule 1 (the “Released Trademarks”);
- (b) all goodwill of the business connected with the use of, and symbolized by, each Released Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by K2 US against third parties for past, present or future (i) infringement or dilution of any Released Trademark, including the right to receive any damages and (ii) injury to the goodwill associated with any Released Trademark.

3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at K2 US’ expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

[Signature page follows]

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

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association,  
as Agent

By:   
Name: MELISSA FROST  
Title: Vice President

**SCHEDULE 1**

Mark	Application #	File Date	Registration #	Registration Date
A and Design	75828102	10/22/1999	2601801	7/30/2002
A and Design	75403121	12/9/1997	2307849	1/11/2000
ADIO	75828143	10/22/1999	2525838	1/1/2002
ADIO	75403107	12/9/1997	2373389	8/1/2000
PLANET EARTH	74602817	11/25/1994	2185219	9/1/1998
PLANET EARTH	77942405	2/23/2010	4611670	9/30/2014
PLANET EARTH	77354813	12/18/2017	42871274	2/12/2013