

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637018

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		03/31/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Fox Head, Inc.
Street Address:	16752 Armstrong Avenue
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92606
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3143175	FOX
Registration Number:	3160138	FOX
Registration Number:	1318236	FOX
Registration Number:	2232648	FOX
Registration Number:	2189804	FOX
Registration Number:	2192660	FOX
Registration Number:	2181243	FOX
Registration Number:	3736401	FOX
Registration Number:	3309293	FOX
Registration Number:	3309294	FOX
Registration Number:	3309295	FOX
Registration Number:	3309296	FOX
Registration Number:	3367072	FOX DELUXE
Registration Number:	4431094	FOX HEAD
Registration Number:	3276323	FOX RACING
Registration Number:	3276324	FOX RACING
Registration Number:	4435246	FOX RACING
Registration Number:	2781483	FOXGIRL
Registration Number:	3703862	FOXGIRL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2188305	
Registration Number:	2234764	
Registration Number:	2194132	
Registration Number:	2192661	
Registration Number:	1568070	
Registration Number:	3151681	
Registration Number:	3151835	
Registration Number:	3994645	FOXTECH
Registration Number:	4091615	MOTO-X FOX
Registration Number:	2419625	PILOT
Registration Number:	2711103	SHIFT
Registration Number:	2847631	SHIFT
Registration Number:	2747575	SHIFT
Registration Number:	2747574	SHIFT
Registration Number:	2298810	
Registration Number:	2362788	
Registration Number:	2296775	
Registration Number:	3320801	S
Registration Number:	3320803	S
Registration Number:	3309276	S
Registration Number:	3309278	S
Registration Number:	3021302	SHIFTMX
Registration Number:	4639332	SHIFT S
Registration Number:	3676787	FOX FOOTWEAR
Registration Number:	3715564	FOX DENIM
Registration Number:	3117578	
Registration Number:	5868167	
Registration Number:	5791857	TRUFEEL
Registration Number:	5725041	
Registration Number:	5589946	
Registration Number:	5460037	LB
Registration Number:	5175188	TRUMOTION
Registration Number:	5159515	TRUDRI
Registration Number:	5210894	TRUSEAL
Registration Number:	5266882	PROFRAME
Registration Number:	5352904	FOX
Registration Number:	5352903	
Registration Number:	5028400	METAH

Property Type	Number	Word Mark
Registration Number:	5074447	FLEXAIR
Registration Number:	6188658	SPEEDFRAME
Registration Number:	6254900	LEGION
Registration Number:	6146517	DROPFRAME
Registration Number:	5904617	MADE FOR
Serial Number:	88550202	US OPEN OF MOTOCROSS

CORRESPONDENCE DATA

Fax Number: 4152687522
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: 415-268-6538
Email: kgalt@mofo.com
Correspondent Name: Jennifer Lee Taylor, Morrison & Foerster
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	79659.9
NAME OF SUBMITTER:	Muzamil Huq
SIGNATURE:	/mhuq/
DATE SIGNED:	04/05/2021

Total Attachments: 8
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”), dated as of March 31, 2021, is executed by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group, each member of the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers (in such capacity, “Agent”), in favor of **FOX HEAD, INC.**, a California corporation (“Grantor”). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreements (as defined below).

RECITALS

A. WHEREAS, the Grantor has pursuant to that certain (i) Trademark Security Agreement dated as of December 19, 2014, recorded in the United States Patent and Trademark Office (the “USPTO”) on January 19, 2015 at Reel 5443, Frame 0318, (ii) Trademark Security Agreement dated as of June 28, 2019, recorded in the USPTO on August 20, 2019 at Reel 6724, Frame 0446, and (iii) Trademark Security Agreement dated as of June 10, 2020, recorded in the USPTO on June 11, 2020 at Reel 6963, Frame 0903 (collectively, as each may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the “Trademark Security Agreements”) granted to Agent (for the benefit of itself, each member of the Lender Group, each member of the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers) a Security Interest (as defined in each of the Trademark Security Agreements) in and to all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined in each of the Trademark Security Agreements), including without limitation those trademarks listed on Exhibit A attached hereto (collectively, the “Released Collateral”); and

B. WHEREAS, Agent, on behalf of itself, each member of the Lender Group, each member of the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, wishes to terminate and release, without representation or warranty, its Security Interest in and to the Released Collateral as provided in this release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of itself, each member of the Lender Group, each member of the Hybrid Lender Group, the Bank Product Providers and the Hybrid Bank Product Providers, hereby irrevocably terminates, discharges and releases, without representation or warranty, its Security Interest in and to the Released Collateral and terminates the Trademark Security Agreements. To the extent the Agent retains any interest in the Trademark Collateral, the Agent hereby assigns, transfers and conveys to Grantor the Security Interest now owned or hereinafter acquired that it may have whether by assignment or otherwise, in and to the Trademark Collateral to the Grantor. Agent acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Grantor. Agent authorizes the Grantor and its designees to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary to effect the release of the Security Interest in the Released Collateral.

This Release may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has executed this Release of Security Interests in Trademarks as of the date first set forth above.

AGENT:

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

By:  _____
Name: Cameron Scott
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 007245 FRAME: 0098**

Exhibit A

See attached.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:





Registrations:



OWNER	REGISTRATION NUMBER	TRADEMARK
Fox Head, Inc.	3143175	FHeadX (line)
Fox Head, Inc.	3160138	FHeadX (line)
Fox Head, Inc.	1318236	FHeadX (old design)
Fox Head, Inc.	3676787	FHeadX Footwear
Fox Head, Inc.	2232648	FHeadX (bold)
Fox Head, Inc.	2189804	FHeadX (bold)
Fox Head, Inc.	2192660	FHeadX (bold)
Fox Head, Inc.	2181243	FHeadX (bold)
Fox Head, Inc.	3736401	Fox
Fox Head, Inc.	3309293	Fox Blitz
Fox Head, Inc.	3309294	Fox Blitz
Fox Head, Inc.	3309295	Fox Blitz
Fox Head, Inc.	3309296	Fox Blitz
Fox Head, Inc.	3367072	Fox Deluxe
Fox Head, Inc.	3715564	Fox Denim
Fox Head, Inc.	4431094	Fox Head
Fox Head, Inc.	3276323	Fox Racing
Fox Head, Inc.	3276324	Fox Racing
Fox Head, Inc.	4435246	Fox Racing
Fox Head, Inc.	2781483	Foxgirl
Fox Head, Inc.	3703862	Foxgirl
Fox Head, Inc.	2188305	FoxHead (bold)
Fox Head, Inc.	2234764	FoxHead (bold)
Fox Head, Inc.	2194132	FoxHead (bold)
Fox Head, Inc.	2192661	FoxHead (bold)
Fox Head, Inc.	1568070	FoxHead (line)
Fox Head, Inc.	3117578	FoxHead (line)
Fox Head, Inc.	3151681	FoxHead (line)
Fox Head, Inc.	3151835	FoxHead (line)
Fox Head, Inc.	3994645	Foxtech
Fox Head, Inc.	4091615	Moto-x Fox
Fox Head, Inc.	2419625	Pilot
Fox Head, Inc.	2711103	Shift
Fox Head, Inc.	2847631	Shift
Fox Head, Inc.	2747575	Shift
Fox Head, Inc.	2747574	Shift
Fox Head, Inc.	2298810	Shift Logo
Fox Head, Inc.	2362788	Shift Logo
Fox Head, Inc.	2296775	Shift Logo

Fox Head, Inc.	3320801	Shift S Design
Fox Head, Inc.	3320803	Shift S Design
Fox Head, Inc.	3309276	Shift S Design
Fox Head, Inc.	3309278	Shift S Design
Fox Head, Inc.	3021302	Shiftmx
Fox Head, Inc.	4639332	Shift (2013)

SCHEDULE I
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TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Fox Head, Inc.	US	FoxHead (line)	3151835
Fox Head, Inc.	US		88349344
Fox Head, Inc.	US	TRUFEEI	87928889
Fox Head, Inc.	US		5725041
Fox Head, Inc.	US		5589946
Fox Head, Inc.	US	LAB 	5460037
Fox Head, Inc.	US	TRUMOTION	5175188
Fox Head, Inc.	US	TRUDRI	5159515
Fox Head, Inc.	US	TRUSEAL	5210894

Fox Head, Inc.	US	PROFRAME	5266882
Fox Head, Inc.	US		5352904
Fox Head, Inc.	US		5352903
Fox Head, Inc.	US	METAH	5028400
Fox Head, Inc.	US	FLEXAIR	5074447

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	OWNER	SERIAL NO./REG. NO.
SPEEDFRAME	Fox Head, Inc. (Applicant)	88817516
LEGION	Fox Head, Inc. (Applicant)	88793521
DROPFRAME	Fox Head, Inc. (Applicant)	88793496
MADE FOR	Fox Head, Inc.	88073797 / 5904617
US OPEN OF MOTOCROSS	Fox Head, Inc. (Applicant)	88550202

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