

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Back Bay Capital Funding LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) DE

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

No

Name: Out O' Site, LLC

Internal

Address: \_\_\_\_\_

Street Address: 2500 East Kearney Street

City: Springfield

State: MO

Country: US Zip: 65898

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other LLC Citizenship MO

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) December 14, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2614511; 2560257; 2030839; 2010948; 2012614; 2134176;  
1966396; 2188626; 1982026; 1931604

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Christopher E. Kondracki

Internal Address: \_\_\_\_\_

Street Address: 2001 Jefferson Davis Hwy  
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

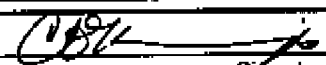
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

**9. Signature:**



Signature

1/4/06

Date

Christopher E. Kondracki

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$265.00 193545 2614511

EXECUTION COPY

**TERMINATION AND RELEASE  
OF  
TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT**, dated as of December 14, 2005, by **BACK BAY CAPITAL FUNDING LLC**, a Delaware limited liability company with its head office at 40 Broad Street, Boston, Massachusetts, 02109, as Agent (the "Agent") for itself and the other Lenders (as such term is defined in the Loan Agreement, as defined below) in connection with the Trademark and Trademark Applications Security Agreement, dated as of July 8, 2004 (the "Trademark Agreement"), by and among Out O' Site, LLC, a Missouri limited liability company (the "Assignor"), and Back Bay Capital Funding LLC, in its capacity as Agent under the Term Loan and Security Agreement, dated as of July 8, 2004 (as amended, the "Loan Agreement"), among the Assignor, the other persons party thereto as borrowers (together with the Assignor, the "Borrowers"), the Lenders, and the Agent for the benefit of the Lenders.

**WHEREAS**, pursuant to the Loan Agreement, each of the Borrowers has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Borrowers' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Exhibit A attached hereto, all to secure the payment and performance of the Liabilities (as defined in the Loan Agreement);

**WHEREAS**, pursuant to the Loan Agreement, Assignor and the Agent entered into the Trademark Agreement, which Trademark Agreement was recorded July 14, 2004 with the United States Patent and Trademark Office at Reel 002892, Frame 0806 for the purpose of securing payment and performance of the Liabilities;

**WHEREAS**, pursuant to the Trademark Agreement, Assignor granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Agent, for the benefit of the Agent and the Lenders, by way of collateral security, Assignor's entire right, title and interest in and to, the TM Collateral (as defined in the Trademark Agreement); and

**WHEREAS**, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to Assignor the Agent's right, title and interest in the TM Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and discharges all of the Agent's security interest in the TM Collateral and all other security interests granted under the Trademark Agreement and assigns and transfers to Assignor, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the TM Collateral, including without limitation

the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereby acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Agent hereby agrees to deliver any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby, at the Assignor's expense.

*[Remainder of page left intentionally blank]*

**BACK BAY CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: William Chan  
Title: Vice President

Signature Page for Termination and Release of Trademark Security Agreement


BUSDOCS/1517681

**TRADEMARK**  
**REEL: 003246 FRAME: 0650**

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this date, Dec 1, 2005, before me, the undersigned notary public, personally appeared William Chan, as Vice President for BACK BAY CAPITAL FUNDING LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification to be the person who name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public  
My commission expires: 4/7/11

**EXHIBIT A****Trademarks and Trademark Registrations**

<u>Trademark or Service Mark</u>	Federal Registrations --	
	United States Patent and Trademark Office Registration No.	Registration Date
Grand Slam	2614511	9/3/2002
Hi Point	2560257	4/9/2002
Strad-A-Pod	2030839	1/14/1997
Grandstand	2010948	10/22/1996
Stackin' Stik	2012614	10/29/1996
API Outdoors Inc. (and Design)	2134176	2/3/1998
Baby Grand	1966396	4/9/1996
Locator Light	2188626	9/8/1998
Golden Buck	1982026	6/25/1996
Razor Hook	1931604	10/31/1995