

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Partial Termination and Release of Trademark Collateral	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, National Association		05/20/2010	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Burton Corporation		
Street Address:	80 Industrial Parkway		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	CORPORATION: VERMONT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77413774	FRENDS	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02180		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		
Date:	05/21/2010		

OP \$40.00 77413774

Total Attachments: 4

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PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL

PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL, dated as of May 20, 2010 (this "Partial Termination and Release"), is made by JPMorgan Chase Bank, National Association, in its capacity as administrative agent under the Credit Agreement referred to below (the "Administrative Agent").

WHEREAS, the Administrative Agent entered into that certain Amended and Restated Credit Agreement, dated as of April 30, 2009 (as amended and in effect from time to time, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement), among The Burton Corporation ("Grantor"), Burton Sportartkiel, GMBH, Burton Canada Company, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and J.P. Morgan Europe Limited, as London Agent;

WHEREAS, the Grantor and the Administrative Agent entered into that certain Trademark Collateral Security and Pledge Agreement, dated as of April 30, 2009 (as amended and in effect from time to time, the "Trademark Agreement"), and that certain Supplemental Trademark Security Agreement, dated as of April 30, 2009 (as amended and in effect from time to time, the "Supplemental Trademark Agreement" and together with the Trademark Agreement, the "Trademark Security Agreements");

WHEREAS, pursuant to the Credit Agreement, the Security Agreement (as defined in the Credit Agreement) and the Trademark Security Agreements, the Grantor granted to the Administrative Agent a continuing security interest in all of the Pledged Trademarks (as defined in the Trademark Agreements and collectively known hereinafter as the "Trademarks");

WHEREAS, the Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on May 1, 2009 at Reel 003981, Frame 0026;

WHEREAS, the Grantor desires to dispose of the Trademarks identified on Exhibit A attached hereto (collectively, the "Released Trademarks") as obsolete property in the ordinary course of business, as permitted by Section 6.03(a) of the Credit Agreement;

WHEREAS, pursuant to Article VIII of the Credit Agreement, the Administrative Agent is authorized by the Lenders to release any Lien on any Collateral that is sold or otherwise transferred or to be sold or otherwise transferred as part of or in connection with any sale or other transfer permitted hereunder or under any other Loan Documents; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest and its right, title and interest in the Released Trademarks as herein provided;

NOW, THEREFORE, for valuable consideration, the Administrative Agent hereby terminates and releases its security interest in the Released Trademarks identified on Exhibit A

attached hereto in accordance with Section 7.2 of the Trademark Agreement, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Administrative Agent has executed this Partial Termination and Release as of the date set forth above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

EXHIBIT A

RELEASED TRADEMARKS

Trademark
or
Service Mark

United States Patent and Trademark Office

Application No.

Filing Date

FRENDS

77/413774

March 5, 2008