

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AEA Mezzanine Fund II LP		07/30/2010	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

Name:	High 5 Sportswear, Inc.
Street Address:	Building 763-18200 Segale Park Drive B
City:	Tukwila
State/Country:	WASHINGTON
Postal Code:	98188
Entity Type:	CORPORATION: WASHINGTON

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3538295	HIGH FIVE
Registration Number:	1826408	HIGH 5 SPORTSWEAR
Registration Number:	2655715	HIGH 5 SPORTSWEAR
Registration Number:	3163272	HIGH 5
Registration Number:	2986882	HIGH 5
Serial Number:	78595235	HIGH FIVE SPORTSWEAR
Serial Number:	76551458	HIGH 5

## CORRESPONDENCE DATA

Fax Number: (312)577-4565

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

900169307

TRADEMARK  
REEL: 004260 FRAME: 0125

CH \$190.00 3538295

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-381
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NAME OF SUBMITTER:	Kristin Brozovic
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Signature:	/Kristin Brozovic/
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Date:	08/12/2010
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**Total Attachments: 4**

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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 30, 2010 by AEA MEZZANINE FUND II LP (as assignee of Allied Capital Corporation), as Collateral Agent for the Lenders (the "**Bank**").

### WITNESSETH:

WHEREAS, Allied Capital Corporation, as Collateral Agent ("**Allied**") and HIGH 5 SPORTSWEAR, INC., a Washington corporation ("**Grantor**"), were parties to that certain Second Lien Trademark Security Agreement dated as of January 15, 2008 (the "**Assignment**") and Allied and Bank were parties to that certain Assignment of Security Interest in Intellectual Property dated as of June 29, 2009 ("**Amendment**"), pursuant to which Grantor granted a security interest to Bank in its trademarks and trademark licenses (the "**Secured Trademarks**") as security for certain obligations owing by Grantor to Bank, including the Secured Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office ("**PTO**") on January 17, 2008, at Reel 3698, Frame 0578 and the Amendment was recorded by the PTO on June 29, 2009, at Reel 4013, Frame 0377; and

WHEREAS, Grantor has requested that Bank release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Secured Trademarks and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby releases its security interest in and lien on all of Grantor's right, title and interest in, to and under the following Secured Trademarks:

(a) all of its trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities (as defined in the Assignment) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law

or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Bank hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Bank, all of Bank's right, title and interest in and to the Secured Trademarks.

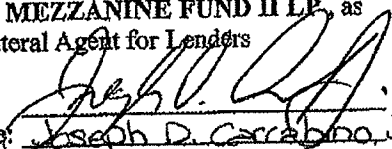
**[Signature Page Follows.]**

IN WITNESS WHEREOF, Bank has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

AEA MEZZANINE FUND II LP, as  
Collateral Agent for Lenders

By:

Name:

  
Joseph D. Carabino, Jr.

Title:

managing member

## SCHEDULE 1

### TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date	Registration No.	Registration Date
<b>HIGH FIVE SPORTSWEAR</b>	78595235	3/25/05	N/A	N/A
<b>HIGH 5</b>	76551458	10/14/03	N/A	N/A
<b>HIGH FIVE</b>	77320761	11/3/09	3538295	11/25/08
<b>HIGH 5 SPORTSWEAR</b>	74265448	4/13/92	1826408	3/15/94
<b>HIGH 5 SPORTSWEAR</b>	76193196	1/16/01	2655715	12/3/02
<b>HIGH 5</b>	76976933	10/14/03	3163272	10/24/06
<b>HIGH 5</b>	76553747	10/22/03	2986882	8/23/05

### TRADEMARK LICENSES

None.