

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RBS Citizens, National Association		07/29/2011	National Banking Association:

RECEIVING PARTY DATA

Name:	Ahead, Inc.
Street Address:	270 Samuel Barnet Boulevard
City:	New Bedford
State/Country:	MASSACHUSETTS
Postal Code:	02745
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3321193	A
Serial Number:	78817339	A
Registration Number:	2792747	A
Serial Number:	78870186	A AHEAD
Serial Number:	78870165	A AHEAD
Serial Number:	78870506	A AHEAD
Serial Number:	78870503	A AHEAD
Serial Number:	78871129	A AHEAD AUTHENTICS
Registration Number:	3392894	ACARE
Registration Number:	3524965	AHD A
Registration Number:	2034108	AHEAD
Registration Number:	3249906	AHEAD AUTHENTICS
Registration Number:	2384246	AHEAD CASUALS
Registration Number:	2466471	AHEAD CLASSICS

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Registration Number:	2520856	AHEAD LITES
Registration Number:	2478659	AHEADERIZER
Registration Number:	2837325	AHEADINSCRIBER
Serial Number:	78904564	DRI-LOOK
Registration Number:	3405822	GET AHEAD BE AHEAD STAY AHEAD
Serial Number:	78703016	GOLF IS LIFE
Serial Number:	78702522	GOLF IS LIFE
Serial Number:	78702545	GOLF IS LIFE
Registration Number:	2920132	KATE KL LORD
Registration Number:	3197208	KATE KL LORD
Registration Number:	2830925	KATE LORD
Registration Number:	2925694	KATE LORD
Registration Number:	3199672	SOF-TECH
Registration Number:	2458444	THE VISOR THAT DOESN'T HURT AT THE TURN

CORRESPONDENCE DATA

Fax Number: (617)832-7000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6178321000
Email: ustrademark@foleyhoag.com
Correspondent Name: Joshua Jarvis, Esq., Foley Hoag LLP
Address Line 1: 155 Seaport Boulevard
Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	17889.00006
NAME OF SUBMITTER:	Linda Casey, Paralegal, Foley Hoag LLP
Signature:	/Linda Casey/
Date:	08/09/2011

Total Attachments: 4
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TERMINATION OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

July 29, 2011

WHEREAS, AHEAD, INC., a Massachusetts corporation (the "Grantor"), had granted to RBS CITIZENS, NATIONAL ASSOCIATION (the "Grantee" or "Secured Party"), a security interest (the "Security Interest") in the Grantor's trademarks and trademark applications (collectively, the "Trademarks") and the goodwill associated therewith pursuant to a certain Grant of Security Interest in United States Patents dated July 28, 2009, which was filed at the United States Patent and Trademark Office on August 18, 2009 and recorded on Reel 4048, Frame 0461;

WHEREAS, the indebtedness secured by the Security Interest has been paid in full and the Secured Party has agreed to terminate the Security Interest.

NOW, THEREFORE, the Secured Party releases and discharges its security interest in, and reassigns to the Grantor, any and all interest in the Trademarks, including, without limitation, those listed on Schedule A attached hereto, together with the goodwill associated therewith. The Secured Party agrees that, upon request of the Grantor or any successor-in-interest or assignee thereof, and at the Grantor's expense, the Secured Party will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantor, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.

[signature page follows]

IN WITNESS WHEREOF, the Secured Party, by the signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interest in United States Trademarks as of the date above first written. This document is intended to take effect as a sealed instrument.

RBS CITIZENS, NATIONAL ASSOCIATION, as
Grantee

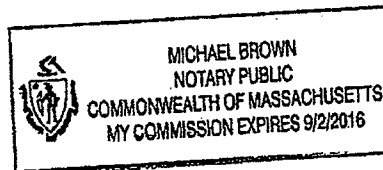
By: *Forrest S. Daw*
Name: Forrest S. Daw
Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28 day of May, 2011, personally appeared Forrest Daw to me known personally or proved through satisfactory evidence of identification, which was MA (1), to be the person whose name is signed on the attached document, and who, being by me duly sworn, deposes and says that he is the duly authorized SVP of RBS CITIZENS, NATIONAL ASSOCIATION (the "Grantee"), and said SVP acknowledged said instrument to be the free act and deed of said Grantee.

Michael Brown
Notary Public
My commission expires:



Signature Page to Termination of Security Interest in United States Trademarks

Schedule A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
A (AND DESIGN)	3321193	10/23/2007
A (AND DESIGN)	78/817339	2/17/2006
A (AND DESIGN)	2792747	12/9/2003
A AHEAD	78/870186	4/26/2006
A AHEAD	78/870165	4/26/2006
A AHEAD (AND DESIGN)	78/870506	4/26/2006
A AHEAD (AND DESIGN)	78/870503	4/26/2006
A AHEAD AUTHENTICS (AND DESIGN)	78/871129	4/27/2006
ACARE	3392894	3/4/2008
AHD A (AND DESIGN)	3524965	10/28/2008
AHEAD	2034108	1/28/1997
AHEAD AUTHENTICS	3249906	6/5/2007
AHEAD CASUALS	2384246	9/5/2000
AHEAD CLASSICS	2466471	7/3/2001
AHEAD LITES	2520856	12/18/2001
AHEADERIZER	2478659	8/14/2001
AHEADINSCRIBER	2837325	4/27/2004
DRI-LOOK	78/904564	6/9/2006
GET AHEAD BE AHEAD STAY AHEAD	3405822	4/1/2008
GOLF IS LIFE	78/703016	8/30/2005
GOLF IS LIFE	78/702522	8/30/2005
GOLF IS LIFE	78/702545	8/30/2005
KATE KL LORD (AND DESIGN)	2920132	1/18/2005
KATE KL LORD (AND DESIGN)	3197208	1/9/2007

KATE LORD	2830925	4/6/2004
KATE LORD	2925694	2/8/2005
SOF-TECH	3199672	1/16/2007
THE VISOR THAT DOESN'T HURT AT THE TURN	2458444	6/5/2001