

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
RSI LENDERS		03/26/2012	JOINT VENTURE:

<b>RECEIVING PARTY DATA</b>	
Name:	Dynamic Brands, LLC
Street Address:	8575 MAGELLAN PARKWAY
Internal Address:	SUITE 1000
City:	RICHMOND
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

<b>PROPERTY NUMBERS Total: 10</b>		
Property Type	Number	Word Mark
Registration Number:	1743015	
Registration Number:	1342477	BABY JOGGER
Registration Number:	1742248	SUPER JOGGER
Registration Number:	1486072	THE WALKABOUT
Registration Number:	1677528	JOGGER
Registration Number:	1484202	THE TWINNER
Registration Number:	1624726	
Registration Number:	1795779	THE FUNABOUT
Registration Number:	1864243	THE ZIPPER
Registration Number:	1552378	THE STROLLER FOR RUNNERS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	(804)698-6044
Phone:	804-697-1478

OP \$265.00 1743015

Email: trademarks@troutmansanders.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Matthew C. Osborne

Address Line 1: 600 Peachtree Street, N.E., Suite 5200

Address Line 2: Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	017981.5
NAME OF SUBMITTER:	Matthew C. Osborne, Attorney of record
Signature:	/Matthew C. Osborne/
Date:	03/27/2012

Total Attachments: 4  
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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 26<sup>th</sup> day of March 2012, between Racing Strollers, Inc. and Dynamic Brands, LLC (collectively, the "Assignees") and RSI Lenders, individually and in its capacity as collateral agent under the Agreements described below (the "Assignor").

WHEREAS, in connection with certain loan documents, Racing Strollers, Inc. and Assignor entered into certain loan and security agreements, including the Security Agreement described below (the "Agreements"), for the purpose of securing certain obligations of Racing Strollers, Inc. to Assignor;

WHEREAS, pursuant to that certain Security Agreement, dated as of April 1, 1993 (the "Security Agreement"), which was recorded in the United States Patent and Trademark Office, including, but not limited to, on May 19, 1993, at Reel/Frame 0974/0370, on May 19, 1993, at Reel/Frame 0974/0379, on May 19, 1993, at Reel/Frame 0974/0389, on May 19, 1993, at Reel/Frame 0978/0391, on May 19, 1993, at Reel/Frame 0978/0409, on May 19, 1993, at Reel/Frame 0978/0418, on May 19, 1993, at Reel/Frame 0979/0068, on May 19, 1993, at Reel/Frame 0979/0077, on May 19, 1993, at Reel/Frame 0979/0086, on May 19, 1993, at Reel/Frame 006562/0208, and on May 19, 1993, at Reel/Frame 006562/0216, Racing Strollers, Inc. granted, assigned, conveyed, mortgaged, pledged, hypothecated, and transferred to the Assignor a continuing security interest in and lien upon all of its right, title, and interest in, to and under certain intellectual property (as described in the Agreements), including but not limited to the intellectual property collateral as defined in the Security Agreement, and including but not limited to the Patents, Trademarks, and Copyrights, identified on Exhibits A and B attached hereto (collectively, the "Released Intellectual Property Collateral"), and pledged and mortgaged (but did not transfer title to) the Released Intellectual Property Collateral to Assignor;

WHEREAS, Racing Strollers, Inc., subsequently sold all right, title, and interest in its intellectual property assets, including, but not limited to, the Released Intellectual Property Collateral, to Dynamic Brands, LLC, free and clear of all liens, and assigned those intellectual property assets to Dynamic Brands, LLC on the 17<sup>th</sup> day of November, 2003; and

WHEREAS, Assignor desires to release its security interest in the Released Intellectual Property Collateral, to the extent any such security interest survived the sale of intellectual property assets, including, but not limited to, the Released Intellectual Property Collateral, from Racing Strollers, Inc., to Dynamic Brands, LLC.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

Assignor, to the extent its security interest in the Released Intellectual Property Collateral survived the sale from Racing Strollers, Inc., to Dynamic Brands, LLC, hereby terminates and releases any such security interest in the Released Intellectual Property Collateral, including without limitation, the Patents, Trademarks, and Copyrights identified on Exhibits A and B attached hereto, and Assignor hereby assigns and transfers to Dynamic Brands, LLC, the entirety

of any remaining right, title, and/or interest Assignor has in and to the Released Intellectual Property Collateral, effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignees may deem necessary to secure to Assignees the rights herein conveyed, in each case at the cost and expense of the Assignees.

“ASSIGNOR”

RSI LENDERS

By: W Blair

Name: WILLIAM BLAIR

Title: OWNER

TRADEMARK

REEL: 004743 FRAME: 0758

**EXHIBIT A - PATENTS**

<b><u>Title</u></b>	<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>
Frame for a baby stroller	D297525	09/06/1988
Foldable baby stroller and axle assembly therefor	5,188,389	02/23/1993

**EXHIBIT B – TRADEMARKS**

**U.S. Trademarks and Service Marks:**

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
design	1,743,015	12/29/1992
BABY JOGGER	1,342,477	06/18/1985
SUPER JOGGER	1,742,248	12/22/1992
THE WALKABOUT	1,486,072	04/26/1988
JOGGER	1,677,528	03/03/1992
THE TWINNER	1,484,202	04/12/1988
design	1,624,726	11/27/1990
FUN ABOUT	1,795,779	09/28/1993
THE ZIPPER	1,864,243	11/22/1994
THE STROLLER FOR RUNNERS	1,552,378	08/15/1989

**Foreign Trademarks:**

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
BABY JOGGER	CR 342,354	06/30/1988	Canada