

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
BANK OF SCOTLAND PLC		01/09/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	OUTDOOR GROUP LIMITED		
Street Address:	Hollinsbrook Way, Pilsworth		
City:	Bury, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	BL9 8RR		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1791689	PETER STORM	
CORRESPONDENCE DATA			
Fax Number:	2032953730		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-444-7143		
Email:	nwells@wellsiplaw.com		
Correspondent Name:	Nicholas Wells, Wells IP Law		
Address Line 1:	299 S. Main St., Suite 1300		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	4681.08		
DOMESTIC REPRESENTATIVE			
Name:	Nicholas Wells, Wells IP Law		
Address Line 1:	299 S. Main St., Suite 1300		

OP \$40.00 1791689

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:

Nicholas D. Wells

Signature:

/Nicholas D. Wells/

Date:

08/17/2012

Total Attachments: 6

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TRAVERS SMITH

EXECUTION VERSION

DATED 9 JANUARY 2012

(1) BLACKS LEISURE GROUP PLC
(in administration)

(2) THE OUTDOOR GROUP LIMITED
(in administration)

(3) THE JOINT ADMINISTRATORS

(4) BANK OF SCOTLAND PLC
(FORMERLY, THE GOVERNOR AND COMPANY
OF THE BANK OF SCOTLAND)
as the First Security Trustee

- and -

(5) BANK OF SCOTLAND PLC
as the Second Security Trustee

DEED OF RELEASE

THIS DEED OF RELEASE is made the 9th day of January 2012

BETWEEN:-

- (1) **BLACKS LEISURE GROUP PLC** (in administration), a company incorporated in England and Wales with company number 00582190, acting by the Joint Administrators ("**BLG**");
- (2) **THE OUTDOOR GROUP LIMITED** (in administration), a company incorporated in England and Wales with company number 00507794, acting by the Joint Administrators ("**TOG**" and, together with BLG, the "**Chargors**");
- (3) **BRIAN GREEN, DAVID COSTLEY-WOOD and RICHARD FLEMING** of KPMG LLP in their respective capacities as joint administrators of BLG and TOG, acting as agents of BLG and TOG only and without personal liability (the "**Joint Administrators**");
- (4) **BANK OF SCOTLAND PLC (FORMERLY, THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND)**, as security trustee for itself for each of the Secured Creditors (as defined in the 1999 Security Documents, as defined below) (the "**First Security Trustee**"); and
- (5) **BANK OF SCOTLAND PLC**, as security trustee for itself and as agent and trustee for each of the Secured Creditors (as defined in the 2009 Security Document, as defined below) (the "**Second Security Trustee**" and, together with the First Security Trustee, the "**Security Trustees**" and each a "**Security Trustee**").

WHEREAS:-

- (1) This Deed is supplemental to the Security Documents (as defined below).
- (2) The Joint Administrators were appointed joint administrators of the Chargors pursuant to notices of appointment dated 9 January 2012.
- (3) Each Chargor, acting by the Joint Administrators, has completed the sale of its right, title and interest in and to the Sale Assets (as defined below) and each Security Trustee has agreed to release the same from any claim by it under the Security (as defined below).
- (4) Each of the parties intend this Deed to take effect as a deed (even though the Security Trustees may only execute it under hand).

THIS DEED WITNESSES AS FOLLOWS:-

1. INTERPRETATION

1.1 References to this Deed shall include any recitals to it and, unless otherwise stated, references to clauses are to clauses of this Deed. Clause headings are for ease of reference only and shall be ignored in construing this Deed.

1.2 In this Deed (including the Recitals):

"1999 Security Documents" means:

- (a) the guarantee and debenture dated 7 December 1999 and made between Blacks Leisure Group plc (in administration) and the First Security Trustee; and
- (b) the guarantee and debenture dated 7 December 1999 and made between The

Outdoor Group Limited (in administration) (formerly, The Outdoor Group (Trading) Limited) and the First Security Trustee;

"**2009 Security Document**" means the debenture dated 2 November 2009 and made between, amongst others, Blacks Leisure Group plc (in administration), The Outdoor Group Limited (in administration) (formerly, The Outdoor Group (Trading) Limited) and the Second Security Trustee;

"**Administration Companies**" means BLG and TOG;

"**Sale Assets**" has the meaning given to that term in an agreement for the sale and purchase of the businesses and certain assets of Blacks and Millets dated on or around the date of this Deed and made between, amongst others, Blacks Leisure Group plc (in administration) and The Outdoor Group Limited (in administration) (as sellers and each acting by the Joint Administrators), the Joint Administrators, Aghoco 1070 Limited (company number 7795258) (as buyer) and J D Sports Fashion plc (company number 1888425) (as guarantor);

"**Security**" means the Security Documents and the security interests created by or pursuant to any Security Document; and

"**Security Documents**" means the 1999 Security Documents and the 2009 Security Document.

2. **RELEASE**

Without prejudice to the other provisions of this Deed:

- (a) the First Security Trustee hereby irrevocably and unconditionally surrenders, reassigns, releases and discharges to each Chargor the respective Sale Assets owned by such Chargor to hold the same free from the Security constituted by the 1999 Security Documents and from all claims and demands under such Security; and
- (b) the Second Security Trustee hereby irrevocably and unconditionally surrenders, reassigns, releases and discharges to each Chargor the respective Sale Assets owned by such Chargor to hold the same free from the Security constituted by the 2009 Security Document and from all claims and demands under such Security.

3. **SAVINGS**

- 3.1 Nothing in this Deed shall operate to prejudice the right, title, interest and benefit of any Security Trustee in or to the proceeds of disposal of the Sale Assets by the Chargors pursuant to the sale referred to in Recital (3) above.
- 3.2 Except as expressly provided in Clause 2 (*Release*) of this Deed, the Security (including, without limitation, the Security over assets of the Chargors other than the Sale Assets) shall remain in full force and effect without variation and nothing contained in this Deed shall be construed as a release, waiver, variation or amendment of any of the provisions of the Security or of any asset other than the Sale Assets.
- 3.3 This Deed shall take effect immediately after completion of the sale referred to in Recital (3) above.

4. ADDITIONAL SECURITY

The Release contained in Clause 2 (*Release*) of this Deed shall not affect or be affected by any other security, remedy or lien now or hereafter held by any Security Trustee in respect of any obligations of the Chargors.

5. CONTINUING INDEBTEDNESS

Nothing contained in this Deed shall be deemed:-

- (a) to constitute an admission on the part of any Security Trustee that any indebtedness or liability due, owing or incurred by the Chargors at any time (whether before or after the date of this Deed) has been or will be discharged; or
- (b) to constitute a release or discharge or otherwise affect the liability of the Chargors in connection with any such indebtedness or liability.

6. JOINT ADMINISTRATORS' LIABILITY

The Joint Administrators have executed and delivered this Deed as agents for and on behalf of the Administration Companies and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever:

- (a) in respect of any of the obligations undertaken by the Administration Companies;
- (b) in respect of any failure on the part of the Administration Companies to observe, perform or comply with any such obligations;
- (c) under or in relation to any associated arrangements or negotiations; or
- (d) under any document or assurance made pursuant to this Deed.

The Joint Administrators are party to this Deed in their personal capacities only for the purpose of receiving the benefit of all limitations, exclusions, undertakings, covenants and indemnities in their favour contained in this Deed.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

8. GOVERNING LAW

- 8.1 The Deed and any non-contractual obligations arising under, out of or in connection with it shall be governed by, and construed in accordance with, English law.
- 8.2 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Deed.

IN WITNESS WHEREOF this Deed has been duly executed but not delivered until the date stated at the beginning of this Deed.

SIGNATURE PAGES

THE CHARGORS

EXECUTED and DELIVERED as a DEED)
by **BLACKS LEISURE GROUP PLC**)
(in administration))
acting by one of its joint administrators)
(as its agent without personal liability))
in the presence of the following witness:)

Witness Signature:

Witness Name:

Witness Address:

.....

EXECUTED and DELIVERED as a DEED)
by **THE OUTDOOR GROUP LIMITED**)
(in administration))
acting by one of its joint administrators)
(as its agent without personal liability))
in the presence of the following witness:)

Witness Signature:

Witness Name:

Witness Address:

.....

THE JOINT ADMINISTRATORS

EXECUTED and DELIVERED as a DEED)
by one of the **JOINT ADMINISTRATORS**)
of the **ADMINISTRATION COMPANIES**)
(as agent only and without personal liability))
and solely for the purpose of receiving)
the benefit of the provisions of this Deed)
in the presence of the following witness:)

Witness Signature:

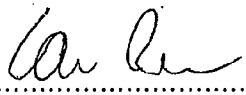
Witness Name:

Witness Address:

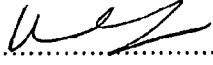
.....

THE FIRST SECURITY TRUSTEE

EXECUTED and DELIVERED)
for and on behalf of)
BANK OF SCOTLAND PLC)
as First Security Trustee by)
an authorised signatory)



.....
Authorised Signatory

in the presence of the following witness:

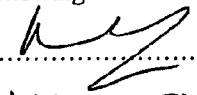
Witness signature: 
Witness name: HELEN FLEW
Witness address: C/O 4 MORE LONDON
RIVERSIDE LONDON
SE1 2AU

THE SECOND SECURITY TRUSTEE

EXECUTED and DELIVERED)
for and on behalf of)
BANK OF SCOTLAND PLC)
as Second Security Trustee by)
an authorised signatory)


.....
Authorised Signatory

in the presence of the following witness:

Witness signature: 
Witness name: HELEN FLEW
Witness address: C/O 4 MORE
LONDON RIVERWIDE
LONDON SE1 2AU