

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		10/31/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	K2 Advisors L.L.C.
Street Address:	300 Atlantic Street
City:	Samford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3940917	K2
Registration Number:	3296442	
Registration Number:	2481600	K2 ADVISORS
Serial Number:	85606259	K2 ADVISORS
Serial Number:	85606237	K2

CORRESPONDENCE DATA	
Fax Number:	2023448300
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202.344.4019
Email:	MBHarrison@Venable.com, alpittman@venable.com
Correspondent Name:	Mark B. Harrison
Address Line 1:	P.O. Box 34385
Address Line 4:	Washington, DISTRICT OF COLUMBIA 34385

ATTORNEY DOCKET NUMBER:	40310-226424	TRADEMARK
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NAME OF SUBMITTER:	Mark B. Harrison
Signature:	/Mark B. Harrison/
Date:	11/13/2012
Total Attachments: 3 source=40310-226424 1 - US Term & Rels of Security Intst - R4834 F0262#page1.tif source=40310-226424 1 - US Term & Rels of Security Intst - R4834 F0262#page2.tif source=40310-226424 1 - US Term & Rels of Security Intst - R4834 F0262#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 31, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of K2 Advisors L.L.C. ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 1, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in and continuing lien upon, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of August 1, 2012 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on August 2, 2012 at Reel 4834 Frame 0262.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. Administrative Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Trademark Licenses, and Proceeds of the foregoing, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: *Darleen R. Parmelee*

Name: Darleen R. Parmelee

Title: Assistant Vice President

Schedule A

K2 Advisors L.L.C.
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
K2	3940917	04/05/11
Design only	3296442	09/25/07
K2 ADVISORS	2481600	08/28/01

Pending Applications

Mark	Application No.	Filing Date
K2 ADVISORS	85606259	04/24/12
K2	85606237	04/24/12