

## 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
KeyBank National Association	FORMERLY As successor in interest to Bank One, NA and JP Morgan Chase Bank, N.A.	08/09/2013	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Spyder Active Sports, Inc.		
Street Address:	4725 Walnut Street		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3490088		
Registration Number:	3033181		
Registration Number:	1198815		
Registration Number:	2934105	SPYDER	
Registration Number:	3646470		
Registration Number:	1281632	SPYDER	
Registration Number:	2750548	SPYDER	
Registration Number:	3233490	SPYDER VENOM	
Registration Number:	2039166	STRYKE	
Registration Number:	1831781	STRYKE	
Registration Number:	3676523	VENOM	
Registration Number:	3533596	CLOUDVEIL	
Registration Number:	2278756		

CH \$390.00 3490088

Registration Number:	2531890	CLOUDVEIL
Registration Number:	3519677	CMW

# **CORRESPONDENCE DATA**

Fax Number: 3038931379

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

Phone: 3038927250

Email: sandra.wainer@dgsllaw.com

Correspondent Name: Sandra L. Wainer

Address Line 1: 1550 17th Street, Suite 500

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	110700-0003
NAME OF SUBMITTER:	Sandra L. Wainer
Signature:	/s/Sandra L. Wainer
Date:	08/09/2013

## **Total Attachments: 7**

source=Trademark Release #page1.tif  
source=Trademark Release #page2.tif  
source=Trademark Release #page3.tif  
source=Trademark Release #page4.tif  
source=Trademark Release #page5.tif  
source=Trademark Release #page6.tif  
source=Trademark Release #page7.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of August 9, 2013 (“Effective Date”) by KeyBank National Association (as successor in interest to Bank One, NA and JP Morgan Chase Bank, N.A.) as administrative agent for each of the Lenders (together with its successor(s) thereto, the “Administrative Agent”) in favor of Spyder Active Sports, Inc. (“Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreements (as defined below).

**WHEREAS**, Grantor and the Administrative Agent entered into that certain Security Agreement by and between Grantor, the Administrative Agent and the Lender parties thereto dated September 10, 2004, (the “Original Security Agreement”) pursuant to which Grantor executed and delivered that certain Trademark Security Agreement dated September 10, 2004 (the “Original Trademark Security Agreement”);

**WHEREAS**, the Original Security Agreement was amended and restated by that certain Amended and Restated Security Agreement dated December 23, 2009, (the “Amended and Restated Security Agreement” and together with the Original Security Agreement, the “Security Agreements”) pursuant to which Grantor executed and delivered that certain Amended and Restated Trademark Security Agreement dated December 23, 2009 (the “Amended and Restated Trademark Security Agreement” and together with the Original Trademark Security Agreement, the “Trademark Security Agreements”);

**WHEREAS**, pursuant to the Trademark Security Agreements, Grantor granted to and created in favor of the Administrative Agent, for its benefit and for the ratable benefit of each of the Lenders, a continuing first priority Lien on and security interest under the Code in and to all Trademark Collateral (as defined in the Trademark Security Agreements and including those items set forth on Schedule A) (subject only to the superior priority of certain permitted liens), whether then existing or thereafter acquired by Grantor, as security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision));

**WHEREAS**, the Original Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 18, 2004 at Reel 2958/Frame 0582 and then assigned by JPMorgan Chase Bank, N.A. (as successor in interest to Bank One, NA) to KeyBank National Association by that certain Assignment of Trademark Liens dated December 29, 2005, which Assignment of Trademark Liens was recorded with the United States Patent and Trademark Office on January 11, 2006 at Reel 3225/Frame 0437, and that certain Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 23, 2009 at Reel 4119/Frame 0608; and

**WHEREAS**, Administrative Agent acknowledges full performance of the Grantor's Secured Obligations and accordingly requests a specific release of the security interest granted and recorded against the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Lenders, and each of their respective successors and assigns, hereby: (i) terminates the Trademark Security Agreements and fully releases and discharges any and all liens, security interests, right, title and interest it may have, in whole or in part, in, to and under the Trademark Collateral, together with the goodwill of the business symbolized thereby, all applications and registrations related thereto, and all other right, title and interest in and to the Trademark Collateral conveyed to Administrative Agent (if any) pursuant to the Security Agreements, the Trademark Security Agreements, and/or any other agreement; (ii) re-assigns to Grantor any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Grantor; (iii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Security Agreements and the Trademark Security Agreements with respect to the Trademark Collateral.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.




KeyBank National Association (as  
successor in interest to Bank One, NA  
and JP Morgan Chase Bank, N.A.)  
as Administrative Agent




By:   
Name: Drew Steinly  
Title: VP


*[Release of Security Interest in Trademarks]*

TRADEMARK  
REEL: 005088 FRAME: 0754


## SCHEDULE A

<u>MARK</u> <u>CLASS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
<p>Black Widow design</p>  <p>Class 18 – Luggage, all-purpose sports bags; boot bags; ski bags; snowboard boot bags; backpacks; duffel bags, wheeled duffel bags; carry-on bags</p>	<p>77/603,751 10/30/08</p>	<p>3,646,470 06/30/09</p>
<p>Black Widow design</p>  <p>Class 25 – Button shirts, cotton pants, and men's and women's swimwear</p>	<p>78/250,937 05/16/03</p>	<p>3,490,088 08/19/08</p>
<p>Black Widow design</p>  <p>Class 25 - Tee shirts, sweat shirts, sweaters, fleece jackets, outerwear jackets, cotton jackets, denim pants, outerwear pants, skirts, socks, shoes, footwear, gloves, mittens, neck gaiters, one-piece outerwear suits, tights, underwear, long underwear, caps, hats, belts, one-piece suits</p>	<p>78/976,420 05/16/03</p>	<p>3,033,181 12/20/05</p>

<u>MARK</u> <u>CLASS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
<p>Fanciful Spider design</p>  <p>Class 25 - articles of clothing-namely, pants</p>	<p>73/262,003 05/14/80</p>	<p>1,198,815 06/22/82</p>
<p>SPYDER</p> <p>Class 25 - Tee shirts; sweat shirts; button shirts; sweaters; fleece jackets; outerwear jackets; cotton jackets; denim pants; cotton pants; outerwear pants; skirts; socks; shoes; footwear; gloves; mittens; neck gaiters; one-piece outerwear suits, namely snow suits, snowboard suits, and ski suits; tights; underwear; long underwear; caps; hats; belts</p>	<p>78/250,633 05/15/03</p>	<p>2,934,105 03/15/05</p>
<p>SPYDER and design</p>  <p>Class 25 - Sweaters and T-Shirts</p>	<p>73/203,766 02/13/79</p>	<p>1,281,632 06/12/84</p>
<p>SPYDER (Stylized)</p>  <p>Class 25 - high performance ski clothing, namely jackets, pants, shells, bibs, one-piece suits, vests, stretch pants, turtle-neck shirts, caps, hats, scarves, gloves, and head bands, and athletic, recreational, and leisure wear, namely, sweatshirts, sweat tops, sweat pants, sweatsuits, rugby shirts, polo shirts, shorts, and capes.</p>	<p>78/173,154 10/10/02</p>	<p>2,750,548 08/12/03</p>
<p>SPYDER VENOM</p> <p>Class 25 - Ski and snowboard wear, jackets, pants, insulated jackets, insulated pants, one piece insulated suits, fleece tops, fleece jackets, sweaters, fleece pants, shirts, t-shirts, gloves, hats, caps, hoods, mittens, sweatshirts, waterproof and water repellent jackets and pants</p>	<p>78/934,934 07/21/06</p>	<p>3,233,490 04/24/07</p>

<u>MARK</u> <u>CLASS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
<p>STRYKE</p> <p>Class 25 - snowboard clothing, namely, T-shirts, sweatshirts, shells, parkas, pants, suits, headbands and hats</p>	<p>75/108,054</p> <p>05/22/96</p>	<p>2,039,166</p> <p>02/18/97</p>
<p>STRYKE (Stylized)</p> <p><b>STRYKE</b></p> <p>Class 25 - clothing; namely, shells, pants, parkas, headbands, hats</p>	<p>74/352,951</p> <p>01/27/93</p>	<p>1,831,781</p> <p>04/19/94</p>
<p>VENOM</p> <p>Class 25 - Ski and snowboard wear, jackets, pants, insulated jackets, insulated pants, one piece insulated suits, fleece tops, fleece jackets, sweaters, fleece pants, shirts, t-shirts, gloves, hats, caps, hoods, mittens, sweatshirts, waterproof and water repellent jackets and pants</p>	<p>78/934,908</p> <p>07/21/06</p>	<p>3,676,523</p> <p>09/01/09</p>
<p>CLOUDVEIL</p> <p>Class 25 - Footwear, headwear, clothing, namely, jackets, wind-resistant jackets, waterproof jackets, waterproof pants, shorts, pants, hats, vests, wind-resistant vests, shirts, shell jackets, pullovers, button shirts, sweaters, fleece jackets, mittens, gloves, sweatshirts, hooded sweatshirts, insulated pants, underwear, tights, knickers, t-shirts, tanks tops, balaclavas, neck gaiter, caps, fishing waders, button shirts, gaiters, visors; boots; wader boots.</p>	<p>77/415,513*</p> <p>3/6/08</p>	<p>3,533,596</p> <p>11/8/08</p>
 <p>Class 25 - men's and women's outerwear, namely, jackets, shorts, pants, hats, vests, shirts, gaiters, tights and shells, in the nature of vestlike outer jackets.</p>	<p>75/346,837*</p> <p>8/26/97</p>	<p>2,278,756</p> <p>9/21/99</p>



<u>MARK</u> <u>CLASS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
CLOUDVEIL  Class 25 - Men's and women's outdoor wear, namely, jackets, shorts, pants, hats, vests, shirts, and shells.	76/185,996* 12/22/00	2,531,890 1/22/02
  Class 25 - Footwear; headwear; clothing, namely, jackets, wind-resistant jackets, waterproof jackets, waterproof pants, shorts, pants, hats, vests, wind-resistant vests, shirts, shell jackets, pullovers, button shirts, sweaters, fleece jackets, mittens, gloves, sweatshirts, hooded sweatshirts, insulated pants, waterproof pants, underwear, tights, knickers, t-shirts, tank tops, balaclavas, neck gaiter, caps, fishing waders, button shirts, gaiters, visors; boots; wader boots.	77/415,503* 3/6/08	3,519,677 10/21/08

“ \* ” Denotes trademark now owned by Cloudveil Mountain Peak, LLC