900271014 11/05/2013

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
BMO HARRIS BANK N.A.		111/04/2013	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Shock Doctor, Inc.
Street Address:	110 Cheshire Lane
Internal Address:	Suite 120
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55305
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3640664	EJECT

CORRESPONDENCE DATA

Fax Number: 6123713907

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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via US Mail.

Phone: 612 371 3970
Email: tmg@lindquist.com

Correspondent Name: LINDQUIST & VENNUM LLP

Address Line 1: 80 South Eighth Street, 4200 IDS Center

Address Line 2: Connie Heikkila

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: CONNIE HEIKKILA	CONNIE HEIKKILA
NAME OF SUBMITTER:	

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Signature:	/connieheikkila/
Date:	11/05/2013
Total Attachments: 4 source=SHOCK DR_20131105130511#pag source=SHOCK DR_20131105130511#pag source=SHOCK DR_20131105130511#pag source=SHOCK DR_20131105130511#pag	e2.tif e3.tif

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RELEASE OF LIENS AND SECURITY INTERESTS

This RELEASE OF LIENS AND SECURITY INTERESTS (this "Agreement") is made and entered into as of November 4, 2013, by and between Shock Doctor, Inc., a Delaware corporation ("Debtor"), and BMO Harris Bank N.A., a national banking association, in its capacity as Agent and for the ratable benefit of the Banks (as each term is defined in the Security Agreement) ("Secured Party").

BACKGROUND

- A. Pursuant to that certain Credit Agreement dated as of June 29, 2012, between Debtor and Secured Party (the "Credit Agreement"), Debtor and Secured Party entered into a Security Agreement dated June 29, 2012 (the "Security Agreement"), which granted Secured Party a security interest in, among other things, the intellectual property of Debtor in order to secure Debtor's obligations under the Credit Agreement.
- B. The parties now desire to release certain security interests in favor of Secured Party granted pursuant to the Security Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. Release of Security Interest. Secured Party does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Debtor, its successors and assigns, all security interests, charges and encumbrances granted by Debtor in favor of Secured Party pursuant to the Security Agreement in the trademarks identified on Schedule A attached hereto (the "Released Intellectual Property").
- 2. <u>Further Cooperation</u>. Secured Party shall, upon reasonable request of Debtor, execute and deliver to Debtor, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States or other countries related to trademarks, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Security Agreement.
- 3. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the parties with respect to the subject mater hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.
- 4. <u>Authority</u>. Each party represents and warrants that it has the right and authority to execute this Agreement. Secured Party further represents and warrants that the security interests granted under or pursuant to the Security Agreement have not been assigned by Secured Party to any other party.
- 5. <u>Binding Effect</u>. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto,

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and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

- 6. <u>Counterparts</u>. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.
- 7. <u>Governing Law.</u> This Agreement shall be governed by the internal laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof, except to the extent the same are governed by applicable federal law.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties have executed this Release of Liens and Security Interests as of the date first written above.

Debtor:

SHOCK/ĤOCTOR, INC.

Secured Party (as Agent for the ratable benefit of the Banks):

BMO HARRIS BANK, N.A.

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Schedule A

Trademarks

Reg. No.	Reg. Date	Mark	Jurisdiction
3,640,664	June 16, 2009	EJECT	United States
1280052	August 24, 2009	EJECT	Australia
TMA816723	February 1, 2012	EJECT	Canada
7507015	July 23, 2009	EJECT	Community Trademark
5365701	November 5, 2010	EJECT	Japan

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RECORDED: 11/05/2013

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