

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
Bison Equity Partners II-B, L.P.		12/03/2013	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Henry's Tackle, LLC		
Street Address:	173 HANKISON DRIVE		
City:	Newport		
State/Country:	NORTH CAROLINA		
Postal Code:	28570		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1806189	CALCUTTA OFFSHORE BAITS	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198216696		
Email:	kovies@smithlaw.com		
Correspondent Name:	Kelli Ovies		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Kelli Ovies		
Signature:	/kovies/		
Date:	12/04/2013		
Total Attachments: 4 source=Henry's Tackle Sr TMs#page1.tif source=Henry's Tackle Sr TMs#page2.tif source=Henry's Tackle Sr TMs#page3.tif source=Henry's Tackle Sr TMs#page4.tif			

OP \$40.00 1806189

TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This **TERMINATION OF SECURITY INTERESTS IN TRADEMARKS**, dated as of the ____ day of ____, 2013, is made by **BISON CAPITAL EQUITY PARTNERS II-B, L.P.**, in its capacity as Collateral Agent pursuant to the Senior Subordinated Note Purchase Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, HENRY'S TACKLE, LLC ("Grantor") has pursuant to the Senior Subordinated Security Agreement dated as of October 12, 2007 (the "Security Agreement"), granted to the Collateral Agent for the benefit of the Holders a security interest in and to all of the rights, title and interest of Grantor, in, to and under the Collateral, including with respect thereto its trademarks, which include the trademarks shown on the attached Schedule A (the "Released Trademarks"), and in connection therewith, has executed a Trademark Security Agreement in favor of the Collateral Agent that was recorded with the United States Patent and Trademark Office on October 16, 2007, at Reel 3641, Frame 0017; and

WHEREAS, the Collateral Agent has not assigned its security interests in and to all of the rights, title and interest of Grantor in the Released Trademarks; and

WHEREAS, the Collateral Agent has agreed to terminate without recourse or warranty and release the aforesaid security interests in and to all of the rights, title and interest of Grantor in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates without recourse or warranty and releases for the benefit of Grantor, and its successors in interest, all mortgages, liens, encumbrances and security interests granted to the Collateral Agent specifically, including without limitation, under the Security Agreement, in and to:

1. all rights, title and interest of Grantor in the Released Trademarks; and
2. all goodwill of the business connected with the use of, and symbolized by, the Released Trademarks; and
3. all products and proceeds of the foregoing (other than any proceeds received by Grantor from the sale of the Released Trademarks), including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement, dilution or other misappropriation of each of the Released Trademarks; and (ii) injury to the goodwill associated with the Released Trademarks;

which such release and termination specifically includes, without limitation, the security interests granted pursuant to the Trademark Security Agreement in favor of the Collateral Agent as to the

Released Trademarks identified on the attached Schedule A, recorded with the United States Patent and Trademark Office on October 16, 2007, at Reel 3641, Frame 0017. Collateral Agent confirms that it has not assigned its security interests in and to all of the rights, title and interest of Grantor in the Released Trademarks.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interests in Trademarks to be duly executed as of the date first set forth above.

BISON CAPITAL EQUITY PARTNERS II-B,
L.P.,
as Collateral Agent

By: 

Name: Douglas Wilson

Title: Manager

Schedule A

Mark	Registration No.	Registration Date
CALCUTTA OFFSHORE BAITS & Design	1,806,189	11/23/1993