

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 America, N.A., as Agent		12/31/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Scientific Anglers LLC (f/k/a OFF SARR, LLC)
Street Address:	178 Conservation Way
City:	Sunderland
State/Country:	VERMONT
Postal Code:	05250-4465
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3123251	ROSS REELS
Registration Number:	3195901	RR ROSS REELS USA
Registration Number:	4053825	RX
Registration Number:	3940731	REACH
Registration Number:	3963288	MOMENTUM
Registration Number:	3693048	ESSENCE
Registration Number:	4150799	F1
Registration Number:	3516943	FLOW
Registration Number:	3940734	FLYRISE
Registration Number:	3503811	FLYSTART
Registration Number:	3987398	FLYSTIK
Registration Number:	3943743	JOURNEY

CORRESPONDENCE DATA

OP \$315.00 3123251

Fax Number: 6172484000

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

Phone: 617-248-5000

Email: tadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2005936-0010
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	01/07/2014

Total Attachments: 4

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

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Release") is conveyed as of December [31], 2013, by **BANK OF AMERICA, N.A.**, as Agent, for itself and the other Secured Parties, in favor of **SCIENTIFIC ANGLERS LLC (f/k/a OFF SARR, LLC)**, a Michigan corporation (the "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement (as defined below).

WHEREAS, pursuant that certain Third Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Grantor entered into that certain Trademark Security Agreement, dated as of June 3, 2013, granting a security interest in favor of the Agent, in and to certain intellectual property held by the Grantor, including without limitation the Trademark Collateral (as defined below) (the "Security Interest");

WHEREAS, notice of the Security Interest was recorded with the United States Patent and Trademark Office on June 13, 2013 at Reel 5044, Frame 0082;

WHEREAS, the Agent has agreed to terminate and release its security interest in certain Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Agent hereby states as follows:

1. Trademark Collateral. The term "Trademark Collateral" as used herein, means all right, title and interest of the Grantor arising under any law of the United States (or any state or territory thereof) in or to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers (whether registered or unregistered), all registrations and recordations thereof, and all applications in connection therewith, and all extensions or renewals thereof, all goodwill of the business connected with the use of or symbolized by any of the foregoing, the right to sue for any past, present and future infringement, dilution or other violation of any of the foregoing, and all proceeds from the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit, now or hereafter due and/or payable with respect thereto, in each case, owned by the Grantor, including the registrations and applications listed in Schedule A.

2. Release of Security Interest. The Agent, hereby releases the Security Interest in the Trademark Collateral and hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to such Security Interest in the Trademark Collateral;

3. Recordation of Trademark Release. This Trademark Release has been executed and delivered by the Agent for the purpose of recording the release of the Security Interest in the Trademark Collateral with the United States Patent and Trademark Office. The

Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Release.

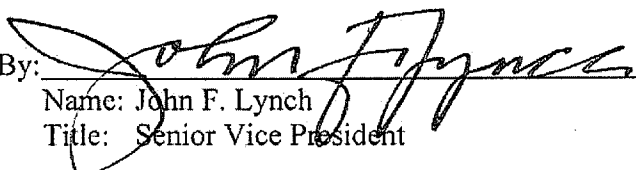
4. Further Assurances. The Agent shall, at the sole cost and expense of the Grantor, execute and deliver to the Grantor all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of the Security Interest in such Trademark Collateral.

5. Governing Law. This Trademark Release shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: John F. Lynch
Title: Senior Vice President

Signature Page to Trademark Termination

TRADEMARK
REEL: 005188 FRAME: 0232

EXHIBIT A

Marks

TRADEMARK	U.S. Reg. No.	Country	Reg. No.
ROSS REELS	3,123,251		
RR ROSS REELS USA and Design	3,195,901		
RX	4,053,825		
REACH	3,940,731		
MOMENTUM	3,963,288		
ESSENCE	3,693,048		
F1	4,150,799		
FLOW	3,516,943		
FLYRISE	3,940,734		
FLYSTART	3,503,811		
FLYSTICK	3,987,398		
JOURNEY	3,943,743		
CHARLTON		Canada	588967
CHARLTON		Chile	923943
CHARLTON		Japan	4481479
CHARLTON		Norway	209537
CHARLTON		South Africa	2000/16291
CHARLTON		Switzerland	481735