

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		05/30/2014	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Everlast Climbing Industries, Inc.		
Street Address:	401 Chestnut St.		
Internal Address:	Suite 410		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3733530	DERO BIKE RACKS	
Registration Number:	3822887	DERO ZAP	
Serial Number:	85622812	FIXIT	
Registration Number:	1047165	COLORADO TIME SYSTEMS	
Registration Number:	2124672	COLORADO TIME SYSTEMS	
Registration Number:	2028306		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	157554-20		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/02/2014		

CH \$165.00 3733530

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 30, 2014 in favor of Everlast Climbing Industries, Inc. ("Grantor") by BNP Paribas, as administrative agent for the Lenders (in such capacity, "Secured Party").

WHEREAS, PlayCore Wisconsin, Inc. ("Company") entered into that certain Credit Agreement dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") and Secured Party;

WHEREAS, Company, from time to time, entered or may have entered into one or more swap agreements (collectively, the "Lender Hedge Agreements") with one or more persons that were Lenders or affiliates of Lenders at the time such Lender Hedge Agreements were entered into (in such capacity, collectively, "Hedge Agreement Counterparties");

WHEREAS, Grantor entered into that certain Subsidiary Guaranty dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties;

WHEREAS, pursuant to that certain Security Agreement dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, Grantor, Secured Party and the other grantors named therein entered into that certain Grant of Trademark Security Interest dated as of July 23, 2012 (the "Trademark Security Agreement"), whereby Grantor granted to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether then or thereafter existing or in which Grantor then had or thereafter acquired an interest and wherever the same may be located (the "Trademark Collateral");

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or

hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

- (b) all proceeds of the foregoing Trademark Collateral. For the purposes of this Release and the Trademark Security Agreement, the term "proceeds" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 9, 2012 at Reel 4839, Frame 0642; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and all other Obligations (as defined in the Credit Agreement) to Secured Party and the Secured Party has agreed to release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby, on behalf of itself and the Lenders (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all liens and security interests it has in, to and under the Trademark Collateral, (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral, and (iv) authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.

Secured Party shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such necessary cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

BNP PARIBAS

By: 

Name: _____

Title: _____

By: 



Name: **Yung Wu**


Title: **Vice President**

Signature Page to Release of Trademark Security Interest

TRADEMARK
REEL: 005293 FRAME: 0110

SCHEDULE A

<u>Trademark Owner</u>	<u>Trademark</u>	<u>Registration/Appl. Number</u>	<u>Registration/Appl. Date</u>
Everlast Climbing Industries, Inc.		3,733,530	01/05/2010
Everlast Climbing Industries, Inc.	DERO ZAP	3,822,887	07/20/2010
Everlast Climbing Industries, Inc.	Fixit	85/622,812	05/11/2012
Everlast Climbing Industries, Inc.		1047165 [73065128]	08/31/1976
Everlast Climbing Industries, Inc.	COLORADO TIME SYSTEMS	2124672 [74691531]	12/30/1997

Everlast Climbing Industries, Inc.		2028306 [74691532]	June 21, 1995
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