

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ISRAEL DISCOUNT BANK OF NEW YORK		08/15/2014	BANK: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	THE BASKETBALL MARKETING COMPANY, INC.
<b>Street Address:</b>	5881 N. OBISPO AVENUE, Suite 101
<b>City:</b>	LONG BEACH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90805
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2558721	
Registration Number:	3929306	
Registration Number:	2597721	
Registration Number:	3936514	
Registration Number:	1897589	
Registration Number:	2828607	
Registration Number:	4105808	A1
Registration Number:	4105807	A1
Registration Number:	2969524	AND 1
Registration Number:	3028515	AND 1
Registration Number:	1898164	AND 1
Registration Number:	3974394	AND 1
Registration Number:	4013635	AND 1
Registration Number:	2357353	AND 1
Registration Number:	2250202	AND 1
Registration Number:	2645469	AND 1
Registration Number:	4019930	AND1
Registration Number:	2803755	AND1
Registration Number:	4175873	AND 1 BASKETBALL COMPANY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3905111	CLUTCH
Registration Number:	3974920	DEDICATED TO ALL THINGS BASKETBALL
Registration Number:	2947759	I BALL
Registration Number:	3947759	1-800-NEW-CELL
Registration Number:	3984673	L2G
Registration Number:	3031202	MIX TAPE
Registration Number:	3052979	MIX TAPE
Registration Number:	2524407	MIX TAPE
Registration Number:	2638122	MIX TAPE
Serial Number:	85591356	A1
Serial Number:	85591336	A1
Serial Number:	85310003	AND 1
Serial Number:	76337199	FUTURE

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Darlena Bari Stark

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F151323
<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	08/21/2014

**Total Attachments: 5**

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 15, 2014, is made by **ISRAEL DISCOUNT BANK OF NEW YORK** (“IDB”), in its capacity as agent for the Lenders (in such capacity, “Agent”), having a place of business at 511 Fifth Avenue, New York, New York 10017, in favor of **THE BASKETBALL MARKETING COMPANY, INC.** (“BMC”), having its chief executive office at 5881 N. Obispo Ave, Suite 101, Long Beach, CA 90805.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 8, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Loan Agreement”), among BMC, Agent and the lenders party thereto (“Lenders”), made extensions of credit to the BMC and certain of its affiliates upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan and Security Agreement, BMC executed that certain Trademark Collateral Assignment and Security Agreement, dated June 8, 2012 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) pursuant to which the BMC granted to the Agent, for the benefit of the Lenders, (the “Security Interest”) in the Trademarks listed in Schedule A;

WHEREAS, the Trademark Security Agreement was recorded with United States Patent and Trademark Office on June 12, 2012 at Reel/Frame 4802/0962;

WHEREAS, BMC satisfied all of the obligations contained in the Trademark Security Agreement, and requests that the Agent release its Security Interest in all right, title and interest of BMC and reassign to BMC its interest in all Collateral, including those Trademarks set forth in Schedule A;

WHEREAS, The Agent, now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, the Agent, without recourse, representation or warranty and at BMC’s sole cost and expense, hereby TERMINATES, RELEASES and DISCHARGES all of its right, title and interest in and to the Security Interest granted to the Agent pursuant to the Trademark Security Agreement, hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to BMC and its successors and assigns in association with the Security Interest, and hereby releases BMC and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest in all of the Collateral, including:

- (a) in each of the Trademarks, including those set forth in Schedule A, attached hereto and incorporated herein by reference;

- (b) all Trademark Licenses;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Trademark Licenses; and
- (d) all products and proceeds of and rights associated with the foregoing, including any claim by BMC against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, for any injury to the goodwill associated with the use of any Trademark or Trademark License, or for enforcement of any Trademark or Trademark License.

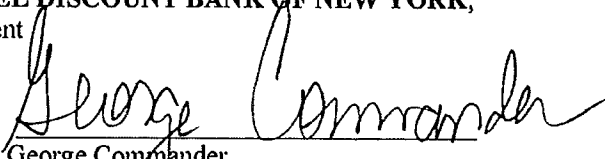
The Agent agrees to provide BMC with any information and additional authorization necessary to effect the release of Israel Discount Bank of New York's Security Interest in the Collateral.


The Agent shall, at the sole cost and expense of BMC, execute and deliver to BMC 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 such Security Interest. The Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

The Agent agrees that any power of attorney or similar rights granted by BMC to the Agent with respect to the Collateral, including those Trademarks identified in Schedule A, or Trademark Licenses pursuant to or in connection with the Trademark Security Agreement is terminated.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

ISRAEL DISCOUNT BANK OF NEW YORK,  
as Agent

By:   
Name: George Commander  
Title: Senior Vice President

By:   
Name: David Herzog  
Title: Senior Vice President

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

	<b>Mark</b>	<b>Reg or Serial No</b>	<b>Reg or File Date</b>	<b>Status</b>
1.	(DRIVER POSE PLAYER DESIGN)	2,558,721	09-Apr-2002	Registered
2.	(DRIVER POSE PLAYER DESIGN)	3,929,306	08-Mar-2011	Registered
3.	(Driver Pose Player with Hook Design)	2,597,721	23-Jul-2002	Registered
4.	(Lo Qi Downtime Logo)	3,936,514	29-Mar-2011	Registered
5.	(Man Holding Basketball Design)	1,897,589	06-Jun-1995	Registered
6.	(Silhouette Logo)	2,828,607	30-Mar-2004	Registered
7.	A1 (and Shield Design)	4,105,808	28-Feb-2012	Registered
8.	A1 (and Shield Design)	85/591,356	06-Apr-2012	Pending
9.	A1 (logo)	4,105,807	28-Feb-2012	Registered
10.	A1 (logo)	85/591,336	06-Apr-2012	Pending
11.	AND 1	2,969,524	19-Jul-2005	Registered
12.	AND 1	3,028,515	13-Dec-2005	Registered
13.	AND 1	1,898,164	06-Jun-1995	Registered
14.	AND 1	3,974,394	07-Jun-2011	Registered
15.	AND 1	4,013,635	16-Aug-2011	Registered
16.	AND 1	85/310,003	02-May-2011	Pending
17.	AND 1 (& Design) (Corporate Breakdown)	2,357,353	13-Jun-2000	Registered
18.	AND 1 (& Design) (Extended Arm)	2,250,202	01-Jun-1999	Registered
19.	AND 1 (& Hook Logo)	2,645,469	05-Nov-2002	Registered
20.	AND1	4,019,930	30-Aug-2011	Registered
21.	AND1 (& Silhouette Logo)	2,803,755	06-Jan-2004	Registered
22.	AND1 basketball company (& design)	4,175,873	7 July 2012	Registered
23.	CLUTCH	3,905,111	11-Jan-2011	Registered
24.	DEDICATED TO ALL THINGS BASKETBALL	3,974,920	07-Jun-2011	Registered
25.	I BALL	2,947,759	10-May-2005	Registered
26.	1-800-NEW-CELL	3,947,759 <sup>1</sup>	19-Apr-2011	Registered
27.	L2G	3,984,673	28-Jun-2011	Registered
28.	MIX TAPE	3,031,202	20-Dec-2005	Registered
29.	MIX TAPE	3,052,979	31-Jan-2006	Registered
30.	MIX TAPE	2,524,407	01-Jan-2002	Registered
31.	MIX TAPE	2,638,122	22-Oct-2002	Registered

<sup>1</sup> CT Lien Solutions erroneously recorded the lien against Reg. No. 3,947,759. The Basketball Marketing Company, Inc. owns Reg. No. 2,947,759, however, the security agreement was not recorded against Reg. No. 2,947,759.

	<b>Mark</b>	<b>Reg or Serial No</b>	<b>Reg or File Date</b>	<b>Status</b>
32.	FUTURE	76/337,199	13-Nov-2001	Pending

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