

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

Name:	AMERICAN SPORTING GOODS CORPORATION
Street Address:	10 West 33rd Street, Suite 900
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3668538	AMERICAN SPORTING GOODS CORP.
Registration Number:	1613920	ARC
Registration Number:	3845254	ARCHROCKER
Registration Number:	1202827	AVIA
Registration Number:	1348151	AVIA
Registration Number:	1720437	AVIA
Registration Number:	1731119	AVIA
Registration Number:	2719527	AVIA
Registration Number:	3581438	AVIA
Registration Number:	3609572	AVIA
Registration Number:	3916014	AVIA
Registration Number:	3966346	AVIA
Registration Number:	1349604	AVIA
Registration Number:	3915964	
Registration Number:	3177538	AVI-LITE
Registration Number:	3845232	AVI-MOTION
Registration Number:	3462809	AVI-TRAINER
Registration Number:	87160	CANTILEVER
Registration Number:	3450005	CONVEXUS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2207589	DCS
Registration Number:	2215258	DUAL CANTILEVER SYSTEM
Registration Number:	2809194	DURA-RYD
Registration Number:	2809195	DURA-STRYK
Registration Number:	2767496	ECS
Registration Number:	2767495	ECTO-CANTILEVER SYSTEM
Registration Number:	1834715	FOM
Registration Number:	3489151	LYT-RYD
Registration Number:	3851164	
Registration Number:	4429712	PUSH ON
Registration Number:	3445679	R-LOOP
Registration Number:	3537456	SOFT-RYD
Registration Number:	3230329	STRYK-FOM
Registration Number:	3325357	TUNED CANTILEVER
Registration Number:	1819039	URBAN FLEX
Registration Number:	5588	
Registration Number:	2054852	N
Registration Number:	1864305	NEVADOS
Registration Number:	3565589	NEVADOS
Serial Number:	85686851	PUSH ON
Serial Number:	77932054	NEVADOS
Serial Number:	85158524	NEVADOS

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

ATTORNEY DOCKET NUMBER:	F151323
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	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 **AMERICAN SPORTING GOODS CORPORATION (“ASGC”)**, having its chief executive office at 10 West 33rd Street, Suite 900, New York, NY 10001.

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 ASGC, Agent and the lenders party thereto (“Lenders”), made extensions of credit to the ASGC 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, ASGC executed that certain Trademark Collateral Assignment and Security Agreement, dated August 14, 2013 (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”; capitalized terms used in this release have the meanings provided in the Trademark Security Agreement) pursuant to which the ASGC granted to the Agent, for the benefit of the Lenders, a security interest (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 November 20, 2013 at Reel/Frame 5163/0638;

WHEREAS, ASGC 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 ASGC and reassign to ASGC 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 ASGC’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 ASGC and its successors and assigns in association with the Security Interest, and hereby releases ASGC 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 ASGC 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 ASGC 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 ASGC, execute and deliver to ASGC 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 ASGC 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**

AVIA

Mark (Avia)	Registration No.	Registration Date	Status
AMERICAN SPORTING GOODS CORP.	3,668,538	8/18/2009	Registered
ARC	1,613,920	9/18/1990	Registered
ARCHROCKER	3,845,254	9/7/2010	Registered
AVIA	1,202,827	7/27/1982	Registered
AVIA	1,348,151	7/9/1985	Registered
AVIA	1,720,437	9/29/1992	Registered
AVIA	1,731,119	11/10/1992	Registered
AVIA	2,719,527	5/27/2003	Registered
AVIA	3,581,438	2/24/2009	Registered
AVIA	3,609,572	4/21/2009	Registered
AVIA	3,916,014	2/8/2011	Registered
AVIA	3,966,346	5/24/2011	Registered
AVIA & Thunderbolt Design	1,349,604	7/16/1985	Registered
AVIA Bolt Logo	3,915,964	2/8/2011	Registered
AVI-LITE	3,177,538	11/28/2006	Registered
AVI-MOTION	3,845,232	9/7/2010	Registered
AVI-TRAINER	3,462,809	12/27/2005	Registered
CANTILEVER (Stylized)	87,160	7/2/1912	Registered
CONVEXUS	3,450,005	6/17/2008	Registered
DCS	2,207,589	12/1/2008	Registered
DUAL CANTILEVER SYSTEM	2,215,258	12/29/1998	Registered
DURA-RYD	2,809,194	1/27/2004	Registered
DURA-STRYK	2,809,195	1/27/2004	Registered
ECS	2,767,496	9/23/2003	Registered
ECTO-CANTILEVER	2,767,495	9/23/2003	Registered
FOM	1,834,715	5/3/1994	Registered
LYT-RYD	3,489,151	8/19/2008	Registered
MISC DESIGN (SKULL WITH CROSS BONES CONTAINED WITHIN CIRCLE	3,851,164	9/21/2010	Registered
PUSH ON	4,429,712	11/5/2013	Registered
PUSH ON	85/686,851	7/25/2012	Pending
R-LOOP	3,445,679	6/10/2008	Registered
SOFT-RYD	3,537,456	11/25/2008	Registered
STRYK-FOM	3,230,329	4/17/2007	Registered
TUNED CANTILEVER	3,325,357	10/30/2007	Registered
URBAN FLEX	1,819,039	2/1/1994	Registered
AVIA	5588	7/9/1985	Registered

NEVADOS

Mark (Nevados)	Application No.	File Date	Registration No.	Registration Date	Status
N (Design)	75/082,168	01-Apr-1996	2,054,852	22-Apr-1997	Registered
NEVADOS	77/932,054	09-Feb-2010			Allowed
NEVADOS	85/158,524	21-Oct-2010			Allowed
NEVADOS	74/342,089	17-Dec-1992	1,864,305	22-Nov-1994	Registered
NEVADOS	77/298,317	8-OCT-2007	3,565,589	20-Jan-2009	Registered

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