

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation		08/29/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Boxercraft Incorporated		
Street Address:	P.O. Box 20016		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30325		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3479788		
Registration Number:	3479785	BOXERCRAFT	
Registration Number:	3421602	ATLANTIC AFGHANS	
Registration Number:	3310652	BOXERCRAFT GIRL	
Registration Number:	2221169	BOXER REBELLION	
Registration Number:	3901685	PLAYING THE FIELD	
Registration Number:	3716691		
Registration Number:	3575862	FOREVER FABULOUS	
Registration Number:	2106279	JONES & MITCHELL	
Registration Number:	4073535	BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURC	
Registration Number:	4104583	BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126437000		
Email:	pto@sillscummis.com		
Correspondent Name:	Elyse A Marcus		
Address Line 1:	30 Rockefeller Plaza, 29th Floor		
Address Line 4:	New York, NEW YORK 10112		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	10030063.000001
NAME OF SUBMITTER:	Elyse A Marcus
SIGNATURE:	/Elyse A Marcus/
DATE SIGNED:	09/04/2014
Total Attachments: 3 source=Prospect Capital Corp to Boxercraft Senior Secured Loan Agreement#page1.tif source=Prospect Capital Corp to Boxercraft Senior Secured Loan Agreement#page2.tif source=Prospect Capital Corp to Boxercraft Senior Secured Loan Agreement#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest, dated as of August 29, 2014, is made by Prospect Capital Corporation (successor to Patriot Capital Funding, Inc.), a Maryland corporation, in its capacity as agent for the Purchasers identified in the Senior Secured Loan Agreement (hereinafter referred to as "Grantor") in favor of Boxercraft Incorporated, a Georgia corporation (hereinafter referred to as "Grantee").

WHEREAS, the Grantee and Grantor entered into that certain Intellectual Property Security Agreement dated September 16, 2008 and the First Amendment dated July 1, 2011 (together with all exhibits and schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the parties hereto entered into a grant of security interest in trademarks, respectively recorded at the United States Patent and Trademark Office at Reel 003854/Frame 0595, and Reel 004577/Frame 0427, under which Grantee granted to Grantor a security interest in all of Grantee's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all the Grantee's right, title and interest in and to all of its trademark registrations and applications, including all appurtenant goodwill of any and all of the foregoing (the "Marks") and including the Marks set forth on Schedule 1 attached hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action for infringement of any of the Marks or unfair competition regarding the same; and

WHEREAS, the Notes have now been satisfied and Grantees have requested Grantor's release, and Grantor has agreed to release any and all interest it may have in the Trademark Collateral and assign any and all rights it may have in the Trademark Collateral to Grantee.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Release of Security Interest.

Grantor does hereby release, relinquish and discharge any and all interest it may have in the Trademark Collateral and hereby assigns any and all rights it may have in the Trademark Collateral to Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Release of Trademark Security Interest to be executed and delivered as of August 29, 2014.

AGENT:

PROSPECT CAPITAL CORPORATION, as Agent

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

Acknowledged and Agreed to:

BOXERCRAFT INCORPORATED

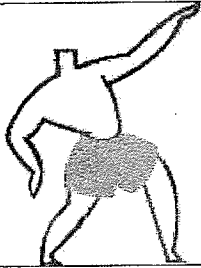

By: 

Name: CHRISTOPHER A GILES

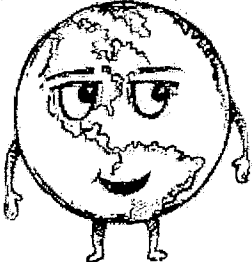
Title: CFO

SCHEDULE 1

A. Security Interest recorded at Reel 003854/Frame 0595

Mark	Registration Number	Date Issued
	3479788	8/5/2008
BOXERCRAFT	3479785	8/5/2008
ATLANTIC AFGHANS	3421602	5/6/2008
	3310652	10/16/2007
BOXER REBELLION	2221169	2/2/1999

B. Security Interest recorded at Reel 004577/Frame 0429

Mark	Registration Number	Date Issued
PLAYING THE FIELD	33901685	1/4/2011
	3716691	11/24/2009
FOREVER FABULOUS	3575862	2/17/2009
JONES & MITCHELL	2106279	10/21/1997
BOXERCRAFT AMERICA'S #1 SPIRITWEAR SOURCE	4073535	12/20/2011
BOXERCRAFT EXCLUSIVE APPAREL FOR STUDENT BODIES	4104583	2/28/2012