

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.	FORMERLY BankBoston, N.A.	09/29/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wham-O Holding Ltd.
Street Address:	67 Mody Road, TST East
Internal Address:	Unit 714, 7th Floor, Peninsula Centre
City:	Kowloon
State/Country:	HONG KONG
Entity Type:	COMPANY: HONG KONG

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	75185975	MALIBU
Serial Number:	75129185	MAX FLIGHT
Registration Number:	1168561	110 G.
Registration Number:	1175354	150G
Registration Number:	1376048	
Registration Number:	1831443	
Registration Number:	1065359	CHURCHILL
Registration Number:	1773088	COASTER
Registration Number:	0970089	FASTBACK FRISBEE
Registration Number:	0679186	FRISBEE
Registration Number:	1183855	HACKY SACK
Registration Number:	2072509	HOG TAIL
Registration Number:	2044967	HOT WIRE
Registration Number:	0739307	HULA-HOOP
Registration Number:	1878743	M
Registration Number:	1367861	MACH 7-7
Registration Number:	1638508	MAKAPUU
Registration Number:	1807703	MALIBU
Registration Number:	1376102	MOREY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1278158	MOREY BOOGIE
Registration Number:	1461083	RIPPER
Registration Number:	1389192	
Registration Number:	0811650	SUPER BALL
Registration Number:	1057786	TRAC-BALL
Registration Number:	0730346	WHAM-O
Registration Number:	1226066	WHAM-O
Registration Number:	1042388	WHAM-O
Registration Number:	1483665	WIKI-WIKI
Registration Number:	1652509	WORLD CLASS
Registration Number:	1831441	

CORRESPONDENCE DATA

Fax Number: 6265778800

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: 626-795-9900

Email: pto@cph.com

Correspondent Name: Christie, Parker & Hale, LLP

Address Line 1: P.O. Box 29001

Address Line 4: Glendale, CALIFORNIA 91209

ATTORNEY DOCKET NUMBER:	W563:20.5*38
NAME OF SUBMITTER:	Raymond W. Oo
SIGNATURE:	/Raymond W. Oo/
DATE SIGNED:	10/07/2014

Total Attachments: 14

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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST is dated as of 9/29/14.
Reference is hereby made to the Intellectual Property Security Agreement ("Agreement") dated November 24, 1997 by and between Wham-O, Inc., predecessor in interest to Wham-O Holding, Ltd., ("Owner") and BankBoston, N.A., predecessor in interest to Bank of America, N.A., ("Secured Party") that granted to Secured Party a security interest ("Security Interest") in the U.S. trademark collateral set forth in Schedule I, Part B to the Agreement ("Collateral"), a copy of which Agreement is attached hereto and was recorded with the United States Patent and Trademark Office on December 23, 1997 at Reel 1678, Frame 0192.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby notifies, acknowledges to and agrees with Owner that the Security Interest granted by Owner is terminated and released, and that Secured Party hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Agreement in such Collateral.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest to be duly executed and delivered by its duly authorized representative as of the date first written above.

BANK OF AMERICA, N.A.

By: Joni M. Mazzeo
Name: Joni Mazzeo
Title: Senior Vice President

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of November 24, 1997, is entered into by and between WHAM-O, INC., a Delaware corporation ("Grantor"), and BANKBOSTON, N.A. ("Lender"), with respect to the following facts:

RECITALS

A. Pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed, among other things, to provide the Revolving Loans and the Term Loan (as defined therein) to Grantor.

B. Lender is willing to make the Revolving Loans and the Term Loan but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Intellectual Property Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

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(c) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements, and general intangibles with respect to the foregoing; and


(e) all proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement of any Patent or Patent License, or (B) for past, present or future infringement or dilution of any Copyright, Copyright License, Trademark, or Trademark License, or (C) for injury to the Goodwill associated with any License, Patent, Trademark, or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

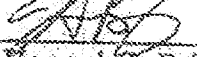
"Grantor"

WHAM-O, INC.

By: 
Name: Michael Cookson
Title: President

"Lender"

BANKBOSTON, N.A.

By: 
Howard E. Bailey, Director

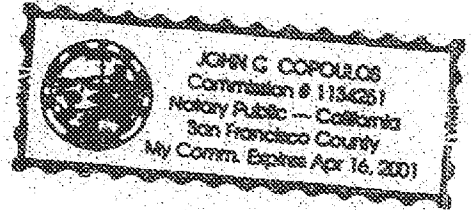
ACKNOWLEDGMENT OF INSTRUMENTS

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On November 24, 1997, before me, the undersigned notary public in and for said state, personally appeared Michael Cookson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature J. H. Copoulos (Seal)



ACKNOWLEDGMENT OF INSTRUMENTS

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS.

On November 24, 1997, before me, the undersigned notary public in and for said state, personally appeared Howard C. Bailey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature John C. Cipoulos (Seal)



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RECORDED: 12/23/1997

TRADEMARK
REEL: 1678 FRAME: 0206

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UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>
119 G	75/325,584
141 G	75/194,990
ACTION GEAR	74/532,238
AIR BOWLING	75/100,594
AMERICA'S FAVORITE GAME OF CATCH	75/074,790
CHURCHILL SWIMFINS And Design	75/215,979
DANI F-39	75/249,700
DOUBLE PLAY	75/094,293
F-39	75/185,990
FRISBEE	75/221,053
FRISBEE	75/134,613
FRISBEE	74/647,560
FRISBEE DOG	75/052,722
FRISBEE DOG	75/000,882
FRISBEE DOG And Design	75/042,730
FRISBEE GRIPPER	74/703,123
FRISBEE VISION	74/703,122
FYBERCEL	75/031,479
GRADUATED CHANNELS	74/703,119
HACKY SACK	75/221,052

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REFL: 1678 FRAME: 0194

TRADEMARK
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HACKY SACK	74/647,558
HARDSLICK	75/175,252
HULA HOOP	75/221,064
HULA HOOP	74/647,555
HULA HOOP HOLIDAYS	75/225,956
IFA	75/309,934
LAUNCH VEHICLE	75/320,397
MACH 25	75/049,792
MACH 7-C	75/175,260
MACH F-1	75/160,255
MACH FLUID	75/031,781
MACH GT	74/713,046
MACH VSX	74/713,044
MALIBU	75/185,975
MAX FLIGHT	75/129,185
MAX GRIPPER	74/728,265
MOREY BODYBOARDS And Design	75/215,980
MOREY BOOGIE	74/647,559
ORIGINAL FRISBEE DISC And Design	75/135,731
ORIGINAL FRISBEE DISC And Design	75/135,732
PRO	75/111,948
REACTOR	75/135,588

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TRADEMARK
 REEL: 1678 FRAME: 0195

TRADEMARK
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REVOLUTION	75/108,287
SOFT TENNIS	75/245,617
SPORT RAGS	74/712,818
STREET JAM	75/009,336
STREET JAM	74/647,554
STRONGER, STIFFER, LIGHTER!	75/160,796
SUPER BALL	75/036,972
SUPER BALL	75/157,920
SUPER MACH	74/713,031
SUPER SLICK	75/135,591
SURF SLAYER	75/042,739
WAVE CATCHING PERFORMANCE	75/135,585
Webs Design	75/311,364
WHAM-IT	75/108,295
WHAM-O	74/647,552
WORLD BODYBOARDING CHAMPIONSHIP	74/366,704

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TRADEMARK
REEL: 1678 FRAME: 0196

TRADEMARK
REEL: 005377 FRAME: 0229

SCHEDULE I

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
110 G	1,168,561
133 G	1,204,646
150 G	1,175,354
25 G	1,173,463
88 G	1,196,929
AUSSIE	1,680,495
AUSSIE SPEEDSLICK	1,775,329
BIG SHOT BUNGEE POOL	1,891,769
Black Side Rails Design	1,376,048
Black/Yellow Color Design	1,831,443
BLAST 'N CATCH	1,834,754
Blue/yellow Color Design	1,831,441
BOOGIE	1,298,865
BOOGIE	1,691,694
BOOGIE	1,119,715
CATCH & FETCH	1,116,956
CHURCHILL And Design	1,065,359
COASTER	1,773,088

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 REEL: 1678 FRAME: 0197

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CUSTOM SURF SERIES	1,706,955
EPIC	1,784,268
FASTBACK FRISBEE	970,089
FLEX-RESPONSE NOSE	1,701,943
FLIP OUT	1,758,510
FRISBEE	1,176,078
FRISBEE	1,162,806
FRISBEE	1,073,215
FRISBEE	1,161,068
FRISBEE	1,151,090
FRISBEE	679,186
FRISBEE	1,190,175
FRISBEE FESTIVAL	1,538,499
FUN FOUNTAIN	1,092,383
GEMINI	2,021,464
GRIP-TRACK RAIL	1,679,537
HACKY SACK	1,183,855
HOG TAIL	2,072,509
HOT CHIP	1,740,011
HOT DRIVE	1,740,010
HOT GOLF	1,743,338
HOT HIT	1,663,499

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TRADEMARK
REEL: 1678 FRAME: 0198

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REEL: 005377 FRAME: 0231

HOT PITCH	1,741,482
HOT PUTT	1,740,013
HOT WIRE	2,044,967
HULA HOOP	739,307
JAMMER	1,365,725
M And Design	1,878,743
MACH 10	1,362,173
MACH 2	1,666,845
MACH 4	1,713,869
MACH 7-7	1,367,861
MACH 8-TX	1,666,846
MACH GRIPPER	1,727,842
MACH VF	1,666,847
MAGIC	1,761,505
MAGNA HDR	1,341,075
MAKAPUU	1,638,508
MALIBU	1,807,703
MASTER	1,147,277
MASTER FRISBEE	1,131,873
MOONLIGHTER	1,720,468
MOREY	1,376,102
MOREY	1,983,303

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TRADEMARK
REEL: 1678 FRAME: 0199

TRADEMARK
REEL: 005377 FRAME: 0232

MOREY BOOGIE	1,301,776
MOREY BOOGIE	1,048,196
MOREY BOOGIE	1,278,158
MOREY BOOGIE	1,454,674
MOREY DOYLE Stylized	1,099,681
NATIONAL BODYBOARD CHAMPIONSHIPS	1,834,069
NIGHT LIGHTER	1,138,845
PAWDOGRAPHED	1,087,011
POWER-FLEX MESH	1,706,954
PRO VS	2,082,339
PRO/COMP	1,634,234
PROFESSIONAL FRISBEE	1,131,874
PUT YOUR BODY ON A BOOGIE	1,296,458
REAL FBEL	1,677,749
RETRACTA FIN	1,422,071
Rings on Frisbee Disc Design	1,331,030
Rings on Frisbee Disc Design	1,763,127
RIPPER	1,461,083
RIPSTINGER	2,010,947
RONK	2,016,550
SAUCER TOSSER Stylized	877,723
Shadow Box Design	1,620,647

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TRADEMARK
REEL: 1678 FRAME: 0200

TRADEMARK
REEL: 005377 FRAME: 0233

Shape of Swim Fins Design	1,389,192
SHOOP SHOOP HULA-HOOP	847,831
SILLY STRING Stylized	906,155
Sinuous Seam Design	1,326,095
SLAP II	1,765,337
SLO-SAK	2,046,608
SOUND-SWING	1,703,472
SPEEDSLICK	1,791,742
Spiral Stripe Design	1,366,825
Spiral Stripe Design	1,302,237
SPLASH DUNK BASKETBALL	1,871,442
STREETJAM	1,867,719
STYLER	1,328,740
SUPER BALL	811,650
SUPER PRO	1,193,258
SUPRA	1,177,482
TEXTURED AIR-SPEED	1,699,233
THE WAY TO PLAY	1,675,962
TRAC-BALL	1,057,786
TUBE-N-IT	1,164,789
VACUUM TRACK	1,434,092
WAVE JAMMER	1,967,093

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TRADEMARK
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REEL: 005377 FRAME: 0234

WHAM-O	730,346
WHAM-O	1,226,066
WHAM-O	1,355,871
WHAM-O And Design	1,042,388
WIKI-WIKI	1,483,665
WORLD CLASS	1,652,509
WORLD JR. FRISBEE FLYING DISC CONTEST	1,160,354
X-FLEX CORE	1,844,538
Z	1,907,480

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