

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327097

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank HSBC Trade Bank, National Association		12/16/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Fox Head, Inc.
Street Address:	18400 Sutter Blvd.
City:	Morgan Hill
State/Country:	CALIFORNIA
Postal Code:	95037
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2747575	SHIFT
Registration Number:	2747574	SHIFT
Registration Number:	2711103	SHIFT
Registration Number:	1318236	FOX
Registration Number:	2181243	FOX
Registration Number:	2232648	FOX
Registration Number:	2189804	FOX
Registration Number:	2192660	FOX
Registration Number:	2194132	
Registration Number:	2192661	
Registration Number:	2188305	
Registration Number:	2234764	
Registration Number:	1568070	
Registration Number:	2781483	FOXGIRL
Registration Number:	2419625	PILOT
Registration Number:	2847631	SHIFT
Registration Number:	2298810	
Registration Number:	2362788	
Registration Number:	2296775	TRADEMARK

OP \$490.00 2747575

CORRESPONDENCE DATA**Fax Number:** 6172359493*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:** 415-315-6371**Email:** trademarks@ropesgray.com**Correspondent Name:** Amanda Richey, Ropes & Gray LLP**Address Line 1:** Three Embarcadero Center**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 108712-0086-001**NAME OF SUBMITTER:** Amanda Richey**SIGNATURE:** /Amanda Richey/**DATE SIGNED:** 12/23/2014**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 December 16, 2014 (the "Effective Date") by WELLS FARGO BANK HSBC TRADE BANK, NATIONAL ASSOCIATION ("Secured Party") in its capacity as agent, in favor of FOX HEAD, INC. (formerly known as FOX RACING, INC.) ("Grantor"), a California corporation.

WHEREAS, pursuant to (i) that certain Continuing Security Agreement Rights To Payment And Inventory, dated as of April 14, 2005, by and between Guarantor and Secured Party (as amended, restated, supplemented, or otherwise modified from time to time) and (ii) that certain Trademark Security Agreement, dated as of April 14, 2005, by and between the Guarantor and Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), which Security Agreement was recorded with the United States Patent and Trademark Office on October 18, 2005 on reel/frame 3245/0646, Grantor granted a security interest to Secured Party in and to Grantor's right, title and interest in and to the Trademarks listed on Schedule A attached hereto (the "Released Trademarks"). Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement.

WHEREAS, the Secured Party has agreed to terminate, satisfy and release its security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, cancels, repledges, reassigns and releases any and all collateral pledge, grant, assignment, mortgage, lien on and security interests it has in and to the Released Trademarks.

If and to the extent the Secured Party has acquired any right, title or interest in or to any of the Released Trademarks, it hereby assigns and transfers such rights, title or interest to the Released Trademarks.

To the extent that the Security Agreement is read to include any common law trademark rights (*e.g.*, rights in trademarks that arise from use rather than registration), then this release also includes such common law rights, to the extent such rights exist, worldwide.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademarks. The Secured Party hereby authorizes Grantor to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of the Secured Party in the Released Trademarks, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

The Secured Party shall take all further actions, and provide to Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and

[Signature Page to Release of Security Interest]

**TRADEMARK
REEL: 005425 FRAME: 0483**

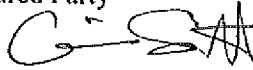
assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

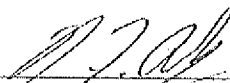
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IN WITNESS WHEREOF, the each party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO HSBC TRADE
BANK, NATIONAL ASSOCIATION,
as Secured Party





By: 
Name: GAVIN SMITH
Title: J P

FOX HEAD, INC.,
formerly known as Fox Racing, Inc.,
as Grantor







By: 
Name: Nick Adcock
Title: Chief Executive Officer




[Signature Page to Release of Security Interest]

SCHEDULE A

Mark/Name	Ser./Reg./App. No.	Owner
SHIFT	SN:75-721771 RN:2,747,575	Fox Head, Inc.
SHIFT	SN:75-721263 RN:2,747,574	Fox Head, Inc.
SHIFT	SN:76-404291 RN:2,711,103	Fox Head, Inc.
FOX and Design 	SN:73-401867 RN:1,318,236	Fox Head, Inc.
FOX and Design 	SN:75-170440 RN:2,181,243	Fox Head, Inc.
FOX and Design 	SN:75-170434 RN:2,232,648	Fox Head, Inc.
FOX and Design 	SN:75-170435 RN:2,189,804	Fox Head, Inc.

[Signature Page to Release of Security Interest]

FOX and Design 	SN:75-170437 RN:2,192,660	Fox Head, Inc.
	SN:75-170436 RN:2,194,132	Fox Head, Inc.
	SN:75-170438 RN:2,192,661	Fox Head, Inc.
	SN:75-169847 RN:2,188,305	Fox Head, Inc.
	SN:75-169848 RN:2,234,764	Fox Head, Inc.
	SN:73-771424 RN:1,568,070	Fox Head, Inc.
FOXGIRL	SN:76-440532 RN:2,781,483	Fox Head, Inc.
PILOT	SN:75-486008 RN:2,419,625	Fox Head, Inc.

SHIFT	SN:75-721770 RN:2,847,631	Fox Head, Inc.
SHIFT	SN: 76404291 RN: 2,711,103	Fox Head, Inc.
	SN:75-410141 RN:2,298,810	Fox Head, Inc.
	SN:75-410168 RN:2,362,788	Fox Head, Inc.
	SN:75-410332 RN:2,296,775	Fox Head, Inc.

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