

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		04/22/2015	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	MCDAVID, INC. F/K/A MCDAVID KNEE-GUARD, INC.		
Street Address:	10305 ARGONNE DRIVE		
City:	WOODRIDGE		
State/Country:	ILLINOIS		
Postal Code:	60517		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2857937	HDC	
Registration Number:	3793485		
Registration Number:	3547392	HEXPAD	
Registration Number:	2222505	MCDAVID	
Registration Number:	1691327	MCDAVID	
Registration Number:	2467690	PROTECTION LEVEL I	
Registration Number:	2477770	PROTECTION LEVEL II	
Registration Number:	2334374	PROTECTION LEVEL III	
Registration Number:	3797585		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$240.00 2857937

TRADEMARK

ATTORNEY DOCKET NUMBER:	11668-130
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	04/23/2015

Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") dated as of April 22, 2015 by and between U.S. Bank National Association, as Lender (the "Lender") to the Amended and Restated Loan and Security Agreement, dated as of January 28, 2011, effective as of October 31, 2010, as amended (the "Loan Agreement"), and McDavid, Inc., formally known as McDavid Knee-Guard, Inc. (the "Borrower").

WITNESSETH:

WHEREAS, in connection with the Loan Agreement, the Borrower executed and delivered a certain Intellectual Property Security Agreement, dated January 28, 2011, but effective as of October 31, 2010 (the "Security Agreement"), in favor of the Lender;

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on March, 17, 2011, at Reel/Frame 026263/0650 and 4618/0064;

WHEREAS, the Borrower has requested the Lender to release its security interest in Intellectual Property Collateral, as defined below, and the Lender has agreed to execute and deliver this Agreement for purposes of recording with the United States Patent and Trademark Office; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Lender hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral", as used herein, shall have the meaning set forth in the Security Agreement, and shall, for the avoidance of doubt, include the items set forth on Schedules A, B, C and D attached hereto.

2. Release of Security Interest. The Lender hereby acknowledges that its security interest and lien in and to all of Borrower's right, title and interest in and to the Intellectual Property Collateral have been, as of the date hereof, automatically and unconditionally released and discharged.

3. Recordation. The Lender hereby authorizes the Borrower or such Borrower's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, and/or (ii) otherwise record or file this Agreement in any other applicable governmental office or agency.

4. The Lender hereby agrees to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and instruments as may be

reasonably requested by the Borrower or its designees, or their respective successors or assigns, to evidence the guaranty and collateral releases contemplated hereby.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION., as
Lender

By: Scott B
Name: Scott Beckman
Title: Vice President

Schedule A
Patents

Patent Name	Patent Number
Two Piece Knee Pad	7882568
Protective Vest Having a Cervical Collar	4996720
Athletic Protective Pad	6507955

Schedule B
Trademarks

Registration Number	Word Mark
2857937	HDC
3793485	Hex Configuration
3547392	HEXPAD
2222505	MCDAVID
1691327	MCDAVID (stylized)
2467690	PROTECTION LEVEL I & Design
2477770	PROTECTION LEVEL II & Design
2334374	PROTECTION LEVEL III & Design
3797585	Tri-Hex Design

Schedule C
Copyrights

Title	Copyright No.
Fear No Evil D. Wade.	VA0001689361

Schedule D
License Agreement

1. With Stirling Moulded Composites Limited and David Stirling Taylor dated June 30, 2005 for the use of certain patented inventions.
2. With Adidas America, Inc. and Adidas International Marketing, B.V. dated June 1, 2010 to license certain products during the 2011 season.