

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as administrative agent		06/30/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BACKCOUNTRY.COM, INC.		
Street Address:	1678 West Redstone Center Drive		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2380773	THE BACKCOUNTRY STORE	
Registration Number:	3434913	WHISKEY MILITIA	
Registration Number:	3434921	WHISKEY MILITIA	
Registration Number:	3696630	CHAINLOVE	
Registration Number:	3598089	TRAMDOCK	
Registration Number:	3779158	BONKTOWN	
Registration Number:	3822754	BROCIETY	
Registration Number:	4303136	STOIC	
Registration Number:	4313281	STOIC	
Registration Number:	3707987	SIPHON	
Registration Number:	3822757	BROCIETY	
Registration Number:	3832683	REALCYCLIST.COM	
Registration Number:	3826039	CENTER OF GEAR KNOWLEDGE	
Registration Number:	3891836	HUCKN ROLL	
Registration Number:	3836095	DEPARTMENT OF GOODS	
Serial Number:	77807341	CUTTER	
Registration Number:	2895548	BACKCOUNTRYSTORE.COM	
Registration Number:	2895549	"WE USE THE GEAR WE SELL"	
Registration Number:	3243545	BACKCOUNTRY.COM	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3179423	TRAMDOCK
Registration Number:	3219427	BACKCOUNTRY.COM > OUTLET
Registration Number:	3167553	STEEPANDCHEAP
Registration Number:	3212468	DOG FUNK .COM

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: 617-951-7000

Email: trademarks@ropesgray.com

Correspondent Name: Scott E. Rolnik, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	SGGP-129-002
NAME OF SUBMITTER:	Scott E. Rolnik
SIGNATURE:	/Scott E. Rolnik/
DATE SIGNED:	07/01/2015

Total Attachments: 3

source=JP Morgan Chase Trademark Release#page1.tif

source=JP Morgan Chase Trademark Release#page2.tif

source=JP Morgan Chase Trademark Release#page3.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of June 30, 2015 and granted by JPMorgan Chase Bank, N.A., as administrative agent for the Lenders, (the "**Secured Party**"), in favor of BACKCOUNTRY.COM, INC., a Utah corporation and its successors, legal representatives and assignees (the "**Grantor**").

WHEREAS, Grantor previously entered into a Credit Agreement, dated June 30, 2010 (the "**Loan Agreement**"), with the Secured Party;

WHEREAS, in connection with the Loan Agreement and pursuant to that certain Trademark Security Agreement, dated June 30, 2015, by and among Secured Party and Grantor, Grantor granted to the Secured Party a security interest in the Trademark Collateral (defined below), (the "**Security Agreement**");

WHEREAS, pursuant the Security Agreement, Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel/Frame 4268/0131 on August 19, 2010; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. Definition. The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest in and to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof.
2. Release of Security Interest. The Secured Party, on behalf of itself and its successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral.

3. Further Assurances. Secured Party agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and Grantor's' (or its assignees') right, title and interest in and to the Trademark Collateral.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

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

JPMorgan Chase Bank, N.A.

By: 

Name: David E. Rogerson

Title: Authorized Officer

Address for Notices:

201 S Main Street, Floor 03

Salt Lake City, UT, 84111-2870, USA

SCHEDULE 1

SER#	REG#	OWNER NAME
<u>75645068</u>	<u>2380773</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77279277</u>	<u>3434913</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77279527</u>	<u>3434921</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77469820</u>	<u>3696630</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77551917</u>	<u>3598089</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77651739</u>	<u>3779158</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77667725</u>	<u>3822754</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77667809</u>	<u>4303136</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77667815</u>	<u>4313281</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77667817</u>	<u>3707987</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77668428</u>	<u>3822757</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77678120</u>	<u>3832683</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77695123</u>	<u>3826039</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77743536</u>	<u>3891836</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77777037</u>	<u>3836095</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>77807341</u>	NONE	<u>BACKCOUNTRY.COM, INC.</u>
<u>78270579</u>	<u>2895548</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>78270584</u>	<u>2895549</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>78490064</u>	<u>3243545</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>78587891</u>	<u>3179423</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>78587938</u>	<u>3219427</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>78587949</u>	<u>3167553</u>	<u>BACKCOUNTRY.COM, INC.</u>
<u>78702928</u>	<u>3212468</u>	<u>BACKCOUNTRY.COM, INC.</u>